

Canal Winchester

*Town Hall
10 North High Street
Canal Winchester, OH 43110*



Meeting Agenda

November 6, 2017

6:00 PM

Council Work Session

*Will Bennett-Chair
Bob Clark
Steve Donahue
Bruce Jarvis
Bobbie Mershon
Mike Walker*

Call To OrderRoll CallAlso In Attendance

Mayor Ebert, Matt Peoples, Lucas Haire, Bill Sims

Request for Council Action

[ORD-17-049](#) AN ORDINANCE TO MAKE FINAL APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO, DURING FISCAL YEAR ENDING DECEMBER 31, 2018

[ORD-17-050](#) AN ORDINANCE TO AUTHORIZE THE MAYOR TO AMEND A CONTRACT WITH EMH&T, INC. FOR MUNICIPAL ENGINEERING SERVICES FOR THE PERIOD FROM JANUARY 1, 2018 THROUGH DECEMBER 31, 2020

Attachments: [2018-2020 EMH&T Contract](#)

[ORD-17-051](#) AN ORDINANCE TO AUTHORIZE THE MAYOR TO AMEND A CONTRACT WITH BIRD & BULL, INC. FOR PROFESSIONAL ENGINEERING SERVICES FOR THE PERIOD FROM JANUARY 1, 2018 THROUGH DECEMBER 31, 2020

Attachments: [2018-2020 Bird&Bull Contract](#)

[ORD-17-052](#) AN ORDINANCE TO AUTHORIZE THE MAYOR TO AMEND A CONTRACT WITH AMERICAN STRUCTUREPOINT, INC. FOR CONSULTING SERVICES RELATING TO CONSTRUCTION INSPECTION FOR THE PERIOD FROM JANUARY 13, 2018 THROUGH JANUARY 13, 2019

Attachments: [American Stucturepoint Contract Amendment](#)

[ORD-17-053](#) AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO AN AGREEMENT FOR LEGAL SERVICES WITH FROST BROWN TODD LLC FOR THE PERIOD JANUARY 1, 2018 THROUGH DECEMBER 31, 2019

Attachments: [FrostBrownTodd Contract](#)

[ORD-17-054](#) AN ORDINANCE TO AMEND THE CODE OF PERSONNEL PRACTICES

Attachments: [Personnel Handbook Updated 10.17](#)

[ORD-17-055](#) AN ORDINANCE TO AMEND CHAPTER 1317 OF THE CODIFIED ORDINANCES OF THE CITY OF CANAL WINCHESTER TO ADOPT THE 2017 OHIO BUILDING CODE, OHIO MECHANICAL CODE, AND OHIO PLUMBING CODE INCLUDING ALL REFERENCED STANDARDS THEREIN

[ORD-17-056](#) AN ORDINANCE TO REPEAL ORDINANCE NO. 44-13 AND AMEND THE ADOPTED COMBINED DEVELOPMENT FEE SCHEDULE

Attachments: [Development Fees Memo](#)

[ORD-17-057](#) AN ORDINANCE TO AUTHORIZE THE MAYOR TO ACCEPT ONE PARCEL OF LAND FROM WINCHESTER RIDGE THREE LLC

Attachments: [Winchester Ridge Limited Warranty Deed](#)

[Winchester Ridge ROW Description](#)

[Winchester Ridge ROW Exhibit](#)

Reports

Lucas Haire-

Matt Peoples -

Items for Discussion

Old/New Business

Adjournment

ORDINANCE No. 17-049

2018 APPROPRIATIONS ORDINANCE

City of Canal Winchester

(Revised Code Sec. 5705.38)

An ORDINANCE to make final appropriations for Current Expenses and other Expenditures of the City of Canal Winchester State of Ohio, during the fiscal year ending December 31, 2018.

SECTION 1. BE IT RESOLVED by the Council of the City of Canal Winchester, State of Ohio, that, to provide for the current expenses and other expenditures of the said City of Canal Winchester, during the fiscal year ending December 31, 2018, the following sums be and they are hereby set aside and appropriated as follows, viz:

SECTION 2. That there be appropriated from the GENERAL FUND:

Sheriff	100-100		
Operating Expenses		\$ 1,098,000.00	
Capital Outlay		\$ 24,000.00	
Total Sheriff			\$ 1,122,000.00
County Health Department	100-200		
Operating Expenses		\$ 72,600.00	
Total County Health Department			\$ 72,600.00
Human Services	100-201		
Operating Expenses		\$ 63,100.00	
Total Human Services			\$ 63,100.00
Cemetery:	100-202		
Operating Expenses		\$ 1,000.00	
Total Cemetery			\$ 1,000.00
Community Center	100-300		
Personal Services		\$ 77,790.00	
Operating Expenses		\$ 18,250.00	
Capital Outlay		\$ 3,000.00	
Total Community Center			\$ 99,040.00
Parks	100-301		
Personal Services		\$ 229,800.00	
Operating Expenses		\$ 43,400.00	
Capital Outlay		\$ 60,000.00	
Total Parks			\$ 333,200.00
Swimming Pool	100-302		
Operating Expenses		\$ 153,000.00	
Capital Outlay		\$ 10,000.00	
Total Swimming Pool			\$ 163,000.00
Development	100-400		
Personal Services		\$ 305,080.00	
Operating Expenses		\$ 244,200.00	
Capital Outlay		\$ 3,500.00	
Total Development			\$ 552,780.00
Urban Forester	100-410		
Personal Services		\$ 176,500.00	
Operating Expenses		\$ 38,250.00	
Capital Outlay		\$ 41,000.00	
Total Urban Forester			\$ 255,750.00
Mayor	100-500		
Personal Services		\$ 209,125.00	
Operating Expenses		\$ 125,500.00	

Capital Outlay		\$	1,000.00		
Total Mayor				\$	335,625.00
Council	100-501				
Personal Services		\$	142,660.00		
Operating Expenses		\$	29,000.00		
Capital Outlay		\$	1,500.00		
Total Council				\$	173,160.00
Mayor's Court	100-510				
Personal Services		\$	83,770.00		
Operating Expenses		\$	18,250.00		
Capital Outlay		\$	1,000.00		
Total Mayor's Court				\$	103,020.00
Finance	100-520				
Personal Services		\$	225,690.00		
Operating Expenses		\$	53,750.00		
Capital Outlay		\$	4,500.00		
Total Finance				\$	283,940.00
Human Resources	100-521				
Personal Services		\$	56,500.00		
Operating Expenses		\$	7,550.00		
Capital Outlay		\$	1,000.00		
Total Human Resources				\$	65,050.00
Public Service	100-530				
Personal Services		\$	90,870.00		
Operating Expenses		\$	22,000.00		
Capital Outlay		\$	20,000.00		
Total Public Service				\$	132,870.00
Public Service - Fleet	100-531				
Operating Expenses		\$	28,000.00		
Capital Outlay		\$	5,000.00		
Total Public Service - Fleet				\$	33,000.00
Lands and Buildings	100-540				
Personal Services		\$	142,800.00		
Operating Expenses		\$	146,900.00		
Utilities		\$	255,000.00		
Capital Outlay		\$	100,000.00		
Total Lands and Building				\$	644,700.00
Community Affairs	100-550				
Personal Services		\$	79,370.00		
Operating Expenses		\$	9,700.00		
Capital Outlay		\$	1,000.00		
Total Community Affairs				\$	90,070.00
Community Affairs - Events	100-551				
Operating Expenses		\$	21,250.00		
Capital Outlay		\$	1,300.00		
Total Community Affairs - Events				\$	22,550.00
Information Technology	100-560				
Personal Services		\$	133,630.00		
Operating Expenses		\$	29,000.00		
Capital Outlay		\$	3,000.00		
Total Information Techonolgy				\$	165,630.00
Administration	100-570				
Operating Expenses		\$	1,107,400.00		
Transfers/Advances		\$	1,240,000.00		
Total Administration				\$	2,347,400.00

Construction Services	100-600		
Personal Services		\$ 177,140.00	
Operating Expenses		\$ 318,200.00	
Capital Outlay		\$ 732,000.00	
Total Construction Services			\$ 1,227,340.00

Streets - Maintenance	100-603		
Operating Expenses		\$ 25,000.00	
Capital Outlay		\$ 35,000.00	
Total Streets - Maintenance			\$ 60,000.00

GRAND TOTAL GENERAL FUND APPROPRIATION: **\$ 8,346,825.00**

SECTION 3. That there be appropriated from the following SPECIAL REVENUE FUNDS:

STREET CONSTRUCTION, MAINTENANCE AND REPAIR FUND			
Office	200-601		
Personal Services		\$ 238,350.00	
Operating Expenses		\$ 4,250.00	
Capital Outlay		\$ 4,000.00	
Total Office			\$ 246,600.00
Fleet	200-602		
Operating Expenses		\$ 48,650.00	
Capital Outlay		\$ 7,000.00	
Total Fleet			\$ 55,650.00
Streets - Maintenance	200-603		
Operating Expenses		\$ 39,500.00	
Capital Outlay		\$ 10,000.00	
Total Streets - Maintenance			\$ 49,500.00
Snow and Ice Removal	200-604		
Operating Expenses		\$ 35,000.00	
Total Snow and Ice Removal			\$ 35,000.00
Total for Street Construction, Maintenance and Repair Fund			\$ 386,750.00
STATE HIGHWAY IMPROVEMENT FUND			
Streets - Maintenance	201-603		
Operating Expenses		\$ 22,350.00	
Capital Outlay		\$ 5,000.00	
Total for State Highway Improvement Fund			\$ 27,350.00
MAYOR'S COURT TECHNOLOGICAL FUND A			
Mayor's Court	202-510		
Operating Expenses		\$ 2,300.00	
Total Mayor's Court Technological Fund A			\$ 2,300.00
MAYOR'S COURT TECHNOLOGICAL FUND B			
Mayor's Court	203-510		
Operating Expenses		\$ 3,000.00	
Total Mayor's Court Technological Fund B			\$ 3,000.00
PERMISSIVE TAX FUND			
Streets - Maintenance	204-603		
Operating Expenses		\$ 64,000.00	
Capital Outlay		\$ -	
Total Permissive Tax Fund			\$ 64,000.00

BED TAX GRANT FUND			
Council	205-501		
Operating Expenses		\$ 22,000.00	
Total Council			\$ 22,000.00
Administration	205-570		
Operating Expenses		\$ 30,000.00	
Total Administration			\$ 30,000.00
Total Bed Tax Grant Fund			\$ 52,000.00
BWC GRANT FUND			
Human Resources	207-521		
Operating Expenses		\$ 2,500.00	
Total BWC Grant Fund			\$ 2,500.00
DILEY RD PITIE FUND			
Administration	209-570		
Operating Expenses		\$ 4,500.00	
Total Diley Rd PITIE Fund			\$ 4,500.00
GENDER RD TIF FUND			
Administration	210-570		
Operating Expenses		\$ 84,000.00	
Total Gender Rd TIF Fund			\$ 84,000.00
CEMETERY FUND			
Public Health	211-200		
Operating Expenses		\$ -	
Total Cemetery Fund			\$ -
<u>GRAND TOTAL SPECIAL REVENUE FUND APPROPRIATION</u>			<u>\$ 626,400.00</u>

SECTION 4. That there be appropriated from the following DEBT SERVICE FUNDS:

General Obligation Bond Fund	300-571		
Principal		\$ 1,080,000.00	
Interest		\$ 195,000.00	
Total General Obligation Bond Fund			\$ 1,275,000.00
<u>GRAND TOTAL DEBT SERVICE FUND APPROPRIATIONS</u>			<u>\$ 1,275,000.00</u>

SECTION 5. That there be appropriated from the following CAPITAL PROJECT FUNDS:

CAPITAL IMPROVEMENTS FUND			
Capital Improvements	400-700		
Capital Outlay		\$ 178,506.00	
Total Capital Improvements Fund			\$ 178,506.00
ISSUE 2/CDBG GRANTS FUND			
Construction Services	401-600		
Capital Outlay		\$ 2,496,628.00	
Total Capital Project Fund			\$ 2,496,628.00
<u>GRAND TOTAL CAPITAL PROJECT FUND APPROPRIATIONS</u>			<u>\$ 2,675,134.00</u>

SECTION 6. That there be appropriated from the following ENTERPRISE FUNDS:

WATER FUND			
Administration	500-800		
Personal Services		\$ 488,100.00	
Operating Expenses		\$ 282,900.00	
Capital Outlay		\$ 7,000.00	
Total Administration			\$ 778,000.00
Plant	500-801		
Operating Expenses		\$ 267,500.00	
Capital Outlay		\$ 35,000.00	
Total Plant			\$ 302,500.00
Distribution	500-802		
Operating Expenses		\$ 403,500.00	
Capital Outlay		\$ 110,000.00	
Total Distribution			\$ 513,500.00
Total Water Fund			\$ 1,594,000.00

WATER CONNECTION FUND			
Administration	501-800		
Operating Expenses		\$ 85,000.00	
Total Administration			\$ 85,000.00
Connections	501-803		
Operating Expenses		\$ 170,000.00	
Capital Outlay		\$ 250,000.00	
Total Connections			\$ 420,000.00
Total Water Connection Fund			\$ 505,000.00

SANITARY SEWER FUND			
Administration	510-810		
Personal Services		\$ 503,075.00	
Operating Expenses		\$ 567,750.00	
Capital Outlay		\$ 7,000.00	
Total Administration			\$ 1,077,825.00
Plant	510-811		
Operating Expenses		\$ 378,800.00	
Capital Outlay		\$ 51,000.00	
Total Plant			\$ 429,800.00
Collection	510-812		
Operating Expenses		\$ 164,000.00	
Capital Outlay		\$ 100,000.00	
Total Collection			\$ 264,000.00
Total Sanitary Sewer Fund			\$ 1,771,625.00

SEWER CONNECTION FUND			
Administration	511-810		
Operating Expenses		\$ 174,500.00	
Total Administration			\$ 174,500.00
Connections	511-813		
Operating Expenses		\$ 400,000.00	
Capital Outlay		\$ 150,000.00	

Total Connections \$ 550,000.00

Total Sewer Connection Fund \$ 724,500.00

STORMWATER FUND

Administration	520-820		
Personal Services		\$ 110,475.00	
Operating Expenses		\$ 289,800.00	
Capital Outlay		\$ 1,300.00	
Total Administration			\$ 401,575.00

Operation	520-821		
Operating Expenses		\$ 73,625.00	
Capital Outlay		\$ 25,000.00	
Total Operation			\$ 98,625.00

Total Stormwater Fund \$ 500,200.00

GRAND TOTAL ENTERPRISE FUNDS APPROPRIATIONS \$ 5,095,325.00

SECTION 7. That there be appropriated from the TRUST AND AGENCY FUNDS:

MAYOR'S COURT AGENCY

Mayor's Court	900-510		
Operating Expenses		\$ 100,000.00	
Total Mayor's Court Agency			\$ 100,000.00

GRAND TOTAL TRUST AND AGENCY FUNDS APPROPRIATIONS \$ 100,000.00

TOTAL ALL APPROPRIATIONS \$ 18,118,684.00

And the Finance Director is hereby authorized to draw warrants of the City for payment from any of the forgoing appropriations upon receiving proper certification and vouchers therefore, approved by the board of officers authorized by law to approve the same, or an ordinance or resolution of Council to make expenditures; provided that no warrants shall be drawn or paid for salaries or wages except to persons employed by authority of and in accordance with law or ordinance. Provided further that the appropriations for contingencies can only be expended upon appeal of two-thirds vote of Council for items of expense constituting a legal obligation against the City, and for the purposes other than those covered by other specific appropriations herein made.

SECTION 9. This ordinance shall take effect at the earliest period allowed by law.

Passed _____

President of Council

Attest _____
Clerk of Council/Finance Director

Mayor

CERTIFICATE

Section 5705.39 R.C. - "No appropriation measure shall become effective until the county auditor files with the appropriate authority....a certificate that the total appropriations from each fund, taken together with all other outstanding appropriations, do not exceed such official estimate or amended official estimate. When the appropriation does not exceed such official estimate, the county auditor shall give such certificate forthwith upon receiving from the appropriating authority of certified copy of the appropriation measure...."

I, Amanda Jackson, Clerk of the City of Canal Winchester in said County, and in whose custody the Files, Journals and Records are required by the Laws of the State of Ohio to be kept, do hereby certify that the foregoing Final Appropriation Ordinance is taken and copied from the original Ordinance now on file with said City, that the forgoing Ordinance has be compared by me with the said original and that the same is true and correct copy thereof

Witness my signature, this_____ day of _____,_____

Clerk of the City of Canal Winchester

Franklin County, Ohio

ORDINANCE NO. 17-050

AN ORDINANCE TO AUTHORIZE THE MAYOR TO AMEND A CONTRACT WITH EMH&T, INC. FOR MUNICIPAL ENGINEERING SERVICES FOR THE PERIOD FROM JANUARY 1, 2018 THROUGH DECEMBER 31, 2020

WHEREAS, Council hereby finds and determines that it is in the best interest of the City of Canal Winchester to contract with EMH&T, Inc. to provide municipal professional engineering services for the City for the period from January 1, 2018 to December 31, 2020.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

Section 1. That the Mayor be, and hereby is, authorized to enter into and execute an agreement with EMH&T, Inc. for municipal engineering services for the City of Canal Winchester for the period from January 1, 2018 to December 31, 2020 as detailed in Exhibit A and included herein by reference;

Section 2. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED

APPROVED AS TO FORM:

LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Clerk of Council/Finance Director

PROFESSIONAL SERVICES AGREEMENT

Between

The CITY OF CANAL WINCHESTER

and

EMH&T, Inc.

THIS IS AN AGREEMENT made as of _____, 2018, between the CITY OF CANAL WINCHESTER, a municipal corporation, with its main office located at 36 S. High Street, Canal Winchester, OH 43110(CITY) and EMH&T, Inc., an Ohio for-profit Corporation, with its main office located at 5500 New Albany Road, Columbus, Ohio 43054 (CONSULTANT). This agreement shall be in effect until December 31, 2020.

Witnesseth, that in consideration of the mutual covenants and agreement herein contained, the parties hereto do mutually agree as follows:

PART 1 - SERVICES OF THE CONSULTANT

1.01. General Consultation / City Engineer Services

- A. CONSULTANT shall serve as "Consulting City Engineer" and assist and advise the Mayor, Service Director, Construction Administrator, Planning Director, and Council on planning, engineering, and construction matters. CONSULTANT will provide plan reviews and technical assistance to City Staff, Council, Boards and Commissions, etc. as requested by CITY.
- B. The CONSULTANT shall assign and provide details of a qualified individual to act as the "Consulting City Engineer" whom has direct supervisory charge of general consultation tasks and will serve as the CONSULTANT's main point of contact with CITY. The Person(s) assigned by the CONSULTANT are subject to approval by the CITY.
- C. CONSULTANT will review and address engineering and project planning questions from staff, residents, developers, project partners, etc.
- D. CONSULTANT will attend meetings at the request of CITY to present and discuss engineering topics. Anticipated meeting attendance is:
 - 1. City Council / Committee Meetings (1 per month)
 - 2. Staff Meeting (1 per month)
 - 3. Other Departmental Meetings (1 per month)
- E. CONSULTANT will meet with staff to establish capital improvement needs and develop updates to the City's Capital Improvement Plan. This effort includes:
 - 1. Preparation of concept exhibits for projects and the evaluation of alternative project approaches.
 - 2. Preparation of preliminary cost estimates.

3. Assist CITY with prioritization of the needed improvements and identification of alternative funding sources.
- F. Enforcement and maintenance of standards to include updates to standard construction drawings and review of engineering practices and design manuals.
- G. CONSULTANT will assist CITY in the identification of outside funding sources for City projects.
- H. Coordination with outside agencies and project partners to include MORPC, Franklin County, City of Columbus, Fairfield County, Township(s), Etc.
- I. Develop studies of existing engineering data, reports, etc., which have been made previously by City, County or other agencies and give full consideration to same.
- J. CONSULTANT shall be an independent contractor and not an agent of the CITY and shall direct and supervise the professional services as required by this contract with the CITY. The CONSULTANT shall be responsible for means, methods, techniques and sequences and proceedings associated with CONSULTANT's work and shall be responsible for the acts and omissions of its employees, agents and any other persons/sub-consultants providing services under this contract with the CITY.

1.02. Capital Improvement Plan (CIP) - Design and Construction Phase Services

- A. The Services to be provided by the CONSULTANT for specific projects will be detailed in a duly executed individual Project Proposal. Each Project Proposal will indicate the specific tasks and functions to be performed and deliverables to be provided.
- B. This agreement is not a commitment by the CITY to CONSULTANT to authorize Project Proposals for CIP work.
- C. The general format of the Project Proposal is shown in Exhibit A.
- D. CONSULTANT is to provide the CITY anticipated hours needed to complete CONSULTANT's tasks as identified by the CITY. Hours shall be broken down by specific tasks and individual classifications.
- E. In the event the CITY allows the CONSULTANT to develop the scope of services, the CONSULTANT shall provide anticipated hours needed to achieve the CITY's objectives.
- F. The CONSULTANT shall not be obligated to perform any CIP design and/or construction phase services unless and until the CITY and CONSULTANT agree as to the particulars of the specific project, CONSULTANT's services, compensation, and other appropriate matters, and such agreement is put in writing.
- G. The CONSULTANT shall assign and provide details of a qualified individual to act as the "Project Manager" whom has direct supervisory charge of CITY projects. The CONSULTANT shall also provide details and assign a qualified "Project Engineer", if different than "Project Manager", whom is responsible for primary production activities. Persons assigned by the CONSULTANT are subject to approval by the CITY.

- H. Upon authorization by CITY of CIP Project Proposal's, CONSULTANT shall furnish all personnel, equipment, and material necessary to perform engineering, surveying, construction administration, and other project-specific consultation services as follows:
1. Provide complete and detailed plans, including necessary field work, specifications, and estimates of cost. Provide, assemble, and advertise bid packages using CITY's bidding and contract document template.
 2. Furnish to CITY at cost the necessary copies of detailed plans, specifications, estimates, and contract documents required for the prosecution of work. Plans, field books, and field records shall become property of CITY, but shall remain in the files of CONSULTANT for future reference.
 3. Assist at all lettings, tabulate proposals and bids, and report same to CITY.
 4. Present plans to and assist in obtaining approval of such plans from any City, County State or Federal Department of other political subdivision which may have jurisdiction in the development of the project.
 5. Provide land surveying field parties to perform topographic survey, boundary survey and construction layout staking.
 6. Provide project representation during construction to be an interpreter and arbitrator of the plans and specifications and make every reasonable effort to protect CITY against deficiencies in Contractor's work.
 7. CONSULTANT shall maintain a complete record of the progress of work and all incidents relative to the design or construction process.
 8. Review completed work and submit a final report for the acceptance of construction project. The issuance of final report does not make CONSULTANT responsible for any deficiencies in the work that were not discovered or apparent at time of report.

PART 2 – CITY'S RESPONSIBILITIES

2.01. CITY's Responsibilities

- A. The CITY shall provide full information, which shall set forth the CITY's objectives, schedule, constraints, and budget within reasonable contingencies and criteria.
- B. CITY shall make decisions and carry out its other responsibilities in a timely manner and shall bear costs incident thereto so as not to delay the services of the CONSULTANT.
- C. CITY shall provide requirements, programs, instruction, reports, data, and other information to CONSULTANT pursuant to this Agreement. CONSULTANT may use such information in performing or furnishing services under this Agreement.

PART 3 – GENERAL CONSIDERATIONS

3.01. Standards and Parameters of Performance

- A. CONSULTANT shall be responsible for the technical accuracy of its services and documents. This CITY shall not be responsible for discovering deficiencies. CONSULTANT shall correct deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in CITY furnished information.
- B. CONSULTANT shall serve as CITY's prime professional under each individual CIP Project Proposal. CONSULTANT may employ such subconsultants as CONSULTANT deems necessary to assist in the performance or furnishing of the services with approval of CITY.
- C. CONSULTANT shall comply with applicable laws or regulations and CITY mandated standards. This Agreement is based on these requirements as of the effective date of each individual CIP Project Proposal. Changes to these requirements after the effective date of each individual Project Proposal may be the basis of modification to CITY's responsibilities or to CONSULTANT's scope of services, times or performance, or compensation if the law so requires.
- D. If CONSULTANT provides services during the construction phase of any Project, CONSULTANT shall not supervise, direct, or have control over a Contractor's work, nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by a Contractor, for safety precautions and programs incident to a Contractor's work in progress, nor for any failure of a Contractor to comply with laws and regulations applicable to a Contractor's furnishing and performing the work.
- E. CONSULTANT shall not be responsible for the acts or omissions of any Contractor(s), subcontractor(s) or supplier(s), or of any of a Contractor's agents or employees or any other persons (except CONSULTANT's own employees) at a site or otherwise furnishing or performing any of a Contractor's work; or for any decision made on interpretations or clarifications of the contract documents given by CITY without consultation and advice of CONSULTANT.

3.02. Subcontracting/Assignments/Liability

- A. No assignment of the contract or any portion thereof shall be made without prior written approval of the CITY.
- B. CONSULTANT shall be and remain solely responsible to the CITY for the acts CONSULTANT performs or faults of any sub-CONSULTANT and of any sub-CONSULTANT's officers, agents or employees.
- C. CONSULTANT shall indicate the percentage of contract to be subcontracted in contemplation of contract performance. Following the award of the contract, no additional subcontracting will be allowed without the express prior written consent of the City.

3.03. Unresolved Findings for Recovery

CONSULTANT affirmatively represents and warrants that it is not subject to any unresolved finding for recovery issued by the Auditor of State under Ohio Revised Code Section 9.24, or that it has taken the appropriate remedial steps required under Section 9.24, or that it otherwise qualifies under that section.

3.04. Ethics and Drug Free Workplace

CONSULTANT agrees that its performance under this Agreement would not be contrary to the terms of R.C. § 102.03 and § 102.04, as applicable (ethics and conflict of interest). CONSULTANT agrees to comply with all applicable state and federal laws regarding drug-free workplace, and while working on city property or a construction site, will not purchase, transfer, use, possess, or be under the influence of illegal drugs or alcohol or abuse prescription drugs in any way.

3.05. Ohio Elections Law

CONSULTANT affirms that, as applicable, no party listed in Division (I) or (J) of Section 3517.13 of the Ohio Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1000.00 to any elected official of the CITY OF CANAL WINCHESTER.

3.06. Taxes

The City is a tax exempt entity and shall provide a tax exempt certificate to the CONSULTANT. The CONSULTANT agrees to withhold all City Income Taxes due or payable under the provisions of Chapter 181 of the Codified Ordinance of the City of Canal Winchester for wages, salaries, and commissions paid to employees and further agrees that any subcontractors shall be required to agree to withhold any such City Income Taxes due under said Chapter 181 of the Codified Ordinances of the City of Canal Winchester for services performed under this Contract.

3.07. Use of Documents

- A. Upon completion or termination of the Agreement, all documents prepared by the CONSULTANT, including tracings, drawings, estimates, specifications, field notes, investigations, copies of computer/electronic files (original application files in .TIF format for drawings), studies and reports shall become the property of and shall be delivered to the CITY upon full payment of monies owed to the CONSULTANT. Copies of CITY-furnished data that may be relied upon by CONSULTANT are limited to the printed copies (also known as hard copies) that are delivered to CONSULTANT pursuant to Part 2 above. Files in electronic media format of text, data, graphics, or of other types that are furnished by CITY to CONSULTANT are only for convenience of CONSULTANT. CONSULTANT shall also be entitled to maintain copies on behalf of the CITY.
- B. Copies of Documents that may be relied upon by CITY are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Files in electronic media format of text, data, graphics, or of other types that are furnished by CONSULTANT to CITY are only for convenience of CITY.
- C. When transferring documents in electronic media format, CONSULTANT makes no representations as to compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by CONSULTANT at the beginning of a Specific Project unless indicated differently in the Project Proposal.
- D. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

3.08. Authorized Project Representatives

Contemporaneous with the execution of each individual Project Proposal, CONSULTANT and CITY shall designate specific individuals to act as CONSULTANT's and CITY's representatives with respect to the service to be performed or furnished by CONSULTANT and responsibilities of CITY under the individual

Specific Project. Such individuals may have authority to transmit instruction, receive information, and render decisions relative to a specific project on behalf of each respective party.

3.09. Insurance

- A. Prior to the commencement of any work under this agreement, CONSULTANT shall furnish to CITY certificates of insurance showing that CONSULTANT has obtained the following insurance policies with insurance companies licensed and authorized to do business in the State of Ohio. A new certificate of insurance shall be provided to the CITY each year at the time of policy renewal.
1. Worker's Compensation Insurance: CONSULTANT shall procure and maintain during the life of this contract, Worker's Compensation Insurance, including employers Liability Coverage, in accordance with all applicable statutes of the State of Ohio.
 2. Commercial General Liability Insurance: CONSULTANT shall procure and maintain during the life of this agreement, Commercial General Liability Insurance on an Occurrence Basis with limits of Liability not less than \$1,000,000.00 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, Bodily Injury and Property Damage.
 3. Motor Vehicle Liability: CONSULTANT shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Ohio Coverages, with limits of liability of not less than \$1,000,000.00 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
 4. Professional Liability: Professional Liability Insurance on a Claims Made Basis with Limits of liability of not less than \$1,000,000.00 per claim/aggregate;
- B. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance, Motor Vehicle, and Professional Liability Insurance, as described above, shall include an endorsement stating the following: It is understood and agreed that thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to CITY OF REYNOLDSBURG.
- C. At any time, CITY may request that CONSULTANT, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified. If so requested by CITY, with the concurrence of CONSULTANT, CONSULTANT shall require CONSULTANT's subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such period of time as requested by the CITY, and this agreement will be amended to incorporate these requirements.

3.10. Nondiscrimination

The CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, or national origin. CONSULTANT will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age, handicap, or national origin. Such action shall include, but not be limited to employment upgrading, promotion, demotion, termination, rates of pay, or other forms of compensation, and selection for training. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices summarizing the provisions of this equal opportunity clause. CONSULTANT shall, in all solicitations or advertisements for employees placed by, or on behalf of the CONSULTANT, state that they are an equal opportunity employer.

3.11. Termination

- A. The CITY, may in writing, suspend all or any part of work for such a period the CITY deems appropriate.
- B. This Agreement may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
- C. This Agreement may be terminated by the CITY upon not less than seven days written notice to the CONSULTANT in the event that the Project is permanently abandoned. If the Project is abandoned by the CITY for more than 90 consecutive days, the CONSULTANT may terminate this Agreement upon not less than seven days written notice to the CITY.
- D. In the event of termination, the CONSULTANT shall be compensated for the reasonable value of services performed prior to termination, together with reimbursable expenses then due.

3.12. Allocation of Risk

- A. The CONSULTANT agrees to indemnify and hold the CITY harmless from and against any loss or damage resulting solely from the failure of the CONSULTANT to perform any duty or obligation expressly undertaken by the CONSULTANT pursuant to the terms of this Agreement or the negligent performance or failure to perform by the CONSULTANT of any such express duty or obligation.
- B. CONSULTANT will conduct the research that in their professional opinion is necessary to determine the viability of re-using existing equipment and materials in the design of the project. The CITY recognizes that CONSULTANT's research may not identify all defects and that the information and inspection upon which CONSULTANT relies may contain errors or may not be complete. Given the inherent limitations of such inspections, CONSULTANT's recommendations shall not be relied upon by any party as a warranty of the condition of the existing equipment or materials. The extent of the risk the CITY wishes to accept in reusing existing equipment or materials is something the CITY must determine.
- C. The CONSULTANT shall indemnify and hold harmless the CITY and its officers, agents and employees from and against all claims or suits asserted or prosecuted by third parties to the extent arising directly out of error, omission, or negligent act of the CONSULTANT or its sub-CONSULTANTS; and the CONSULTANT at its own expense, shall defend the CITY in all such litigation, pay all attorney's fees, damages, court costs and other expenses arising out of such litigation; and at its own expense, shall satisfy and cause to be discharged judgments as may be obtained against the CITY or any of its officers, agents or employees pursuant to such litigation.
- D. The CONSULTANT shall be given written notice of the assertion of such claims or suits promptly after such matters are brought to the attention of the CITY and subject to the assent of the City Law Director, which assent shall not be unreasonably withheld or delayed, and shall be permitted to participate in the defense and settlement of any such suits or claims. Nothing contained herein, however, is intended to confer on any third party any rights or benefits hereunder; nor is the foregoing indemnification obligation intended to alter or extend the CONSULTANT's liability for failure to comply with the terms of the contract or for professional or personal negligence or misconduct.

- E. In no event will either party be liable for punitive, multiple, enhanced, incidental, indirect or consequential damages, including loss of profits, even if any of the parties should have been aware of the possibility of such damages.

3.13. Entire Agreement; Waiver

This contract contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This contract supersedes any and all previous agreements, whether written or oral, between the parties. A waiver by any party of any breach or default by the other party under this contract shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default here under.

3.14. Headings

The headings in this contract have been inserted for convenient reference and shall not be considered in any questions of interpretation or construction of the contract.

3.15. Severability

The provisions of the contract are severable and independent, and if any such provision shall be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision, to the extent enforceable in any jurisdiction, shall, nevertheless, be binding and enforceable.

3.16. Controlling Law

This Agreement and the rights of the parties hereunder shall be governed by the laws of the State of Ohio, and any action with respect to this engagement shall be filed in the Franklin County, Ohio in a court of competent jurisdiction. The CONSULTANT further shall obey or satisfy all lawful rules, regulations and requirements issued or promulgated under said respective laws by any duly authorized City, State or Federal officials.

PART 4 – PAYMENTS TO CONSULTANT

4.01 Fee for General Consultation Services

CITY agrees to compensate CONSULTANT an annual amount not to exceed Fourteen Thousand Dollars and no cents (\$14,000) for the general engineering services outlined in Scope of Services, Section 1.01 General Consultation / City Engineer Services. Payment for services provided under Section 1.01 of the Scope of Services shall be hourly not to exceed without prior authorization of the CITY. Labor fees will be computed per the time rates established in Exhibit B. Invoices will be submitted monthly.

4.02 Fee for Individual Project Proposals

Each individual Project Proposal shall include the fee to be paid by CITY to CONSULTANT as negotiated between the parties for the project as well as the Anticipated hours that are to be required for the Project. The agreed upon fee shall reflect that services will be provided on an hourly, or lump sum, basis as determined by the CITY and CONSULTANT and as described in section 1.02(D) of this contract.

4.03 Direct Personnel Expense

Direct Personnel Expense is defined as the direct salaries of the CONSULTANT's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

4.04. Reimbursable Expenses

- A. Reimbursable Expenses include expenses incurred by the CONSULTANT in the interest of the Project for:
 - 1. Expense of transportation in connection with travel required to carry out the scope of services;
 - 2. Long-distance communications;
 - 3. Fees paid by the CONSULTANT for securing approval of authorities having jurisdiction over the Project; in general, all approval fees shall be paid up front by the CONSULTANT and reimbursed by the CITY and as such are not within the not-to-exceed fee limit established by the CONSULTANT;
 - 4. Reproductions; and
 - 5. Postage and handling of Drawings and Specifications.
- B. Reimbursable expenses must be anticipated and quantified by the CONSULTANT and included in the Project Proposal. In the event that expenses exceed original estimates, the CONSULTANT may request from the CITY additional compensation.

4.05. Payment of Invoices

- A. Invoices are due and payable within 30 days of receipt.
- B. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

4.06. Independent Consultant/Employment Taxes

- A. The CONSULTANT shall be and remain an independent contractor with respect to all services performed hereunder and shall accept full exclusive liability for the payments of any and all contributions or taxes for Social Security, unemployment benefits, pensions, and annuities now or hereafter imposed under any State or Federal laws which are measured by the wages, salaries, or other remuneration paid to persons employed by the CONSULTANT on work performed under the terms of this agreement. The CONSULTANT shall indemnify and save harmless the CITY from any contributions, taxes or liability referred to in this article. CONSULTANT is not an employee of the CITY.
- B. While the CONSULTANT shall be required to render services described hereunder during the term of the contract, nothing herein shall be construed to imply that the City shall have or may exercise any right of control over CONSULTANT with regard to the manner or method of its performance of services hereunder. Except as expressly provided herein, none of the parties shall have the right to bind or obligate the others in any manner without the prior written consent of the other parties.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement, the effective date of which is indicated on Page 1.

City Of Canal Winchester(CITY)

By: _____
Mayor

Name: Michael Ebert

Date: _____

By: _____
Clerk of Council

Name: _____

Date: _____

Ordinance: _____

APPROVED AS TO FORM

By: _____
City Law Director

Date: _____

EMH&T, Inc. (CONSULTANT)

By: _____
Authorizing Agent

Name: Sandra C. Doyle-Ahern

Date: _____

EXHIBIT A
General Project Proposal Format

[Date]

[Name of Recipient]

[Title]

[Address]

Subject: [Professional Services for.....]

Dear [Name of Recipient],

Provide scope of service(s) for project and its phase(s). Phase(s) to be as directed by CITY.

STUDY AND REPORT PHASE

Prepare studies and analysis and reports as directed by CITY's project representative.

DESIGN PHASE

In consultation with CITY, determine general scope, extent, and character of individual project. Provide technical design, technical criteria, topographic or other survey as needed, preparation of easement descriptions as needed, prepare bid documents, plans, and specifications, prepare and pursue necessary permits, furnish drawings, prepare opinions of probable costs, assist in bidding and preparation of construction documents. In essence, provide CITY with complete level of design services from original scope detail through the bidding and selection of contractor.

CONSTRUCTION PHASE

Offer to CITY construction engineering services as authorized by CITY project representative. Such services may include general administration of construction contracts, site observation of construction, interpretation of contract documents, assisting City obtain needed materials testing services, dispute resolution, review and approval of change orders, review and approval of contractor pay requests, preparation of final inspection reporting and review and/or preparation of as-built drawings.

ADDITIONAL SERVICES

There may be special services needed to meet the goal and objectives of the City. They include but are not limited to the following:

- Attend community meetings or represent CITY at County, State, or Regional meetings.
- Assist CITY in preparation applications for grant funding.
- Right of Way/ Easement Acquisition.
- Preparation of master utility plans, including technical modeling, reliability and capacity analysis.
- Perform wetland or other environmental engineering analysis.
- Preparation of management plans.
- Geographic information services
- Traffic/Signal engineering or traffic calming studies.
- Other related services as may be requested and directed by the CITY's Project Representative.

ANTICIPATED HOURS/COMPENSATION

Services shall be provided on an hourly, or lump sum as determined by the CITY and CONSULTANT and as described in section I.02.D of this contract.

Fees are to be negotiated for each individual project. Anticipated hours are to be provided with each Project Proposal. Detail effort by providing the anticipated hours by the client manager, project manager, and support staff to satisfy the scope requirements of each project.

SCHEDULE

Provide schedule of services.

EXHIBIT B
Rate Schedule

Exhibit B – Rate Schedule

The CITY agrees to pay CONSULTANT as compensation for services performed as required by Part 4 of the Agreement a fee in accordance with the following hourly rates:

Labor Classification	CY 2017-2018 Rates
Principal.....	\$140.00-\$180.00 per hour
Senior Engineer.....	\$110.00-\$160.00 per hour
Engineer II.....	\$105.00 per hour
Engineer I.....	\$90.00 per hour
Engineer Aide.....	\$80.00 per hour
Senior Surveyor.....	\$110.00-\$140.00 per hour
Surveyor II.....	\$95.00 per hour
Surveyor I.....	\$85.00 per hour
Senior Technician.....	\$75.00 per hour
Technician.....	\$65.00 per hour
Senior L/A Planner.....	\$100.00-\$140.00 per hour
L/A Planner II.....	\$90.00 per hour
L/A Planner I.....	\$80.00 per hour
Senior Environmental Scientist.....	\$100.00-\$140.00 per hour
Environmental Scientist.....	\$90.00 per hour
Senior Construction Representative.....	\$110.00-\$120.00 per hour
Sr. Resident Project Representative.....	\$70.00-\$90.00 per hour
Resident Project Representative.....	\$65.00 per hour
Field Survey Crew.....	\$125.00-\$175.00 per hour
Transportation.....	Current IRS Rates

Stakes, prints, postal, special delivery and
other miscellaneous items At cost

Filing Fees, Special Consulting (Such as Soils Investigation, etc.)..... Actual Fee + 10%

Whenever it is deemed necessary by the CITY, acting through the Mayor or the Mayor's designated representative, for employees of the CONSULTANT to work more than forty (40) hours per week, overtime compensation of one and one-half times the regular rate shall be paid for all hours worked over forty (40) per week in accordance with the Fair Labor Standards Act of the United States.

The labor classifications listed above include a variety of specialized skills and disciplines including structural, highway, bridge, traffic, environmental, survey, etc. As a result, it is not possible to provide a single rate for every classification.

ORDINANCE NO. 17-051

**AN ORDINANCE TO AUTHORIZE THE MAYOR TO AMEND A CONTRACT WITH BIRD & BULL, INC.
FOR PROFESSIONAL ENGINEERING SERVICES FOR THE PERIOD FROM JANUARY 1, 2018
THROUGH DECEMBER 31, 2020**

WHEREAS, Council hereby finds and determines that it is in the best interest of the City of Canal Winchester to contract with Bird & Bull, Inc. to provide professional engineering services for plan review, support of utility treatment and process facilities and for general engineering services as needed for the City for the period from January 1, 2018 to December 31, 2020.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

Section 1: That the Mayor be, and hereby is, authorized to enter into and execute an agreement with Bird & Bull, Inc. for professional engineering services for the City of Canal Winchester for the period from January 1, 2018 to December 31, 2020 as detailed in Exhibit A and included herein by reference;

Section 2: That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

APPROVED AS TO FORM:

DATE APPROVED _____

LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Clerk of Council/Finance Director

PROFESSIONAL SERVICES AGREEMENT

Between

The CITY OF CANAL WINCHESTER

and

BIRD & BULL, Inc.

THIS IS AN AGREEMENT made as of _____, 2018, between the CITY OF CANAL WINCHESTER, with its main office located at 36 S. High St. Canal Winchester, OH 43110 (CITY) and BIRD & BULL, Inc., an Ohio Corporation with its main office located at 3500 Snouffer Rd. Suite 225, Columbus, OH 43235 (CONSULTANT). This agreement shall be in effect until December 31, 2020.

Witnesseth, that in consideration of the mutual covenants and agreement herein contained, the parties hereto do mutually agree as follows:

PART 1 - SERVICES OF THE CONSULTANT

1.01. General Consultation / City Engineer Services

- A. CONSULTANT shall serve as a "Consulting City Engineer" and assist and advise the Mayor, Public Service Director, Construction Services Administrator, Development Department and Council on planning, engineering, and construction matters. CONSULTANT will provide plan reviews and technical assistance to City Staff, Council, Boards and Commissions, etc. as requested by CITY.
- B. The CONSULTANT shall assign and provide details of a qualified individual to act as the "Consulting City Engineer" whom has direct supervisory charge of general consultation tasks and will serve as the CONSULTANT's main point of contact with CITY. The Person(s) assigned by the CONSULTANT are subject to approval by the CITY.
- C. CONSULTANT will review and address engineering and project planning questions from staff, residents, developers, project partners, etc.
- D. CONSULTANT will attend meetings at the request of CITY to present and discuss engineering topics. Anticipated meeting attendance is:
 - 1. City Council / Committee Meetings (As Requested)
 - 2. Staff Meeting (1 per month)
 - 3. Other Departmental Meetings (1 per month)
- E. Maintenance of standards to include updates to standard construction drawings and review of engineering practices and design manuals.
- F. CONSULTANT will provide CITY with the following services associated with private development projects:

1. Private site improvement plan reviews.
 2. Plan reviews of public improvements that are constructed in conjunction with private site developments (utility extensions, public roadway extensions, etc.).
 3. Storm water design reviews.
 4. Sanitary Sewer Design Reviews.
 5. Reviews of studies, applications, exhibits and cost estimates associated with Development.
- G. Coordination with outside agencies and project partners to include MORPC, Franklin County, Fairfield County, City of Columbus, Township(s), Etc.
- H. CONSULTANT shall be an independent contractor and not an agent of the CITY and shall direct and supervise the professional services as required by this contract with the CITY. The CONSULTANT shall be responsible for means, methods, techniques and sequences and proceedings associated with CONSULTANT's work and shall be responsible for the acts and omissions of its employees, agents and any other persons/sub-consultants providing services under this contract with the CITY.

1.02. Capital Improvement Plan (CIP) - Design and Construction Phase Services

- A. The Services to be provided by the CONSULTANT for specific projects will be detailed in a duly executed individual Project Proposal. Each Project Proposal will indicate the specific tasks and functions to be performed and deliverables to be provided.
- B. This agreement is not a commitment by the CITY to CONSULTANT to authorize Project Proposals for CIP work.
- C. The general format of the Project Proposal is shown in Exhibit A.
- D. CONSULTANT is to provide the CITY anticipated hours needed to complete CONSULTANT's tasks as identified by the CITY. Hours shall be broken down by specific tasks and individual classifications.
- E. In the event the CITY allows the CONSULTANT to develop the scope of services, the CONSULTANT shall provide anticipated hours needed to achieve the CITY's objectives.
- F. The CONSULTANT shall not be obligated to perform any CIP design and/or construction phase services unless and until the CITY and CONSULTANT agree as to the particulars of the specific project, CONSULTANT's services, compensation, and other appropriate matters and such agreement is put in writing.
- G. The CONSULTANT shall assign and provide details of a qualified individual to act as the "Project Manager" whom has direct supervisory charge of CITY projects. The CONSULTANT shall also provide details and assign a qualified "Project Engineer", if different than "Project Manager", whom is responsible for primary production activities. Persons assigned by the CONSULTANT are subject to approval by the CITY.

- H. Upon authorization by CITY of CIP Project Proposal's, CONSULTANT shall furnish all personnel, equipment, and material necessary to perform engineering, surveying, construction administration, and other project-specific consultation services as follows:
1. Provide complete and detailed plans, including necessary field work, specifications, and estimates of cost. Provide, assemble, and advertise bid packages using CITY's bidding and contract document template.
 2. Furnish to CITY at cost the necessary copies of detailed plans, specifications, estimates, and contract documents required for the prosecution of work. Plans, field books, and field records shall become property of CITY, but shall remain in the files of CONSULTANT for future reference.
 3. Assist at all lettings, tabulate proposals and bids, and report same to CITY.
 4. Present plans to and assist in obtaining approval of such plans from any City, County State or Federal Department of other political subdivision, which may have jurisdiction in the development of the project.
 5. Provide land surveying field parties to perform topographic survey, boundary survey and construction layout staking.
 6. Provide project representation during construction to be an interpreter and arbitrator of the plans and specifications and make every reasonable effort to protect CITY against deficiencies in Contractor's work.
 7. Consult and advise with the CITY on matters that arise during the construction phase of the project.
 8. Review and recommend pay estimates and change orders.
 9. Review completed work and submit a final report for the acceptance of construction project. The issuance of final report does not make CONSULTANT responsible for any deficiencies in the work that were not discovered or apparent at time of report.

PART 2 – CITY'S RESPONSIBILITIES

2.01. CITY's Responsibilities

- A. The CITY shall provide full information, which shall set forth the CITY's objectives, schedule, constraints, and budget within reasonable contingencies and criteria.
- B. The CITY shall provide full information, observation reports, testing reports & quantity information during the Construction Phase to the CONSULTANT. The CONSULTANT may use this information in performing or furnishing services under this agreement.
- C. CITY shall make decisions and carry out its other responsibilities in a timely manner and shall bear costs incident thereto so as not to delay the services of the CONSULTANT.
- D. CITY shall provide requirements, programs, instruction, reports, data, and other information to CONSULTANT pursuant to this Agreement. CONSULTANT may use such information in performing or furnishing services under this Agreement.

PART 3 – GENERAL CONSIDERATIONS

3.01. Standards and Parameters of Performance

- A. CONSULTANT shall be responsible for the technical accuracy of its services and documents. This CITY shall not be responsible for discovering deficiencies. CONSULTANT shall correct deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in CITY furnished information.
- B. CONSULTANT shall serve as CITY's prime professional under each individual CIP Project Proposal. CONSULTANT may employ such subconsultants as CONSULTANT deems necessary to assist in the performance or furnishing of the services with approval of CITY.
- C. CONSULTANT shall comply with applicable laws or regulations and CITY mandated standards. This Agreement is based on these requirements as of the effective date of each individual CIP Project Proposal. Changes to these requirements after the effective date of each individual Project Proposal may be the basis of modification to CITY's responsibilities or to CONSULTANT's scope of services, times or performance, or compensation if the law so requires.
- D. If CONSULTANT provides services during the construction phase of any Project, CONSULTANT shall not supervise, direct, or have control over a Contractor's work, nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by a Contractor, for safety precautions and programs incident to a Contractor's work in progress, nor for any failure of a Contractor to comply with laws and regulations applicable to a Contractor's furnishing and performing the work.
- E. CONSULTANT shall not be responsible for the acts or omissions of any Contractor(s), subcontractor(s) or supplier(s), or of any of a Contractor's agents or employees or any other persons (except CONSULTANT's own employees) at a site or otherwise furnishing or performing any of a Contractor's work; or for any decision made on interpretations or clarifications of the contract documents given by CITY without consultation and advice of CONSULTANT.

3.02. Subcontracting/Assignments/Liability

- A. No assignment of the contract or any portion thereof shall be made without prior written approval of the CITY.
- B. CONSULTANT shall be and remain solely responsible to the CITY for the acts CONSULTANT performs or faults of any sub-CONSULTANT and of any sub-CONSULTANT's officers, agents or employees.
- C. CONSULTANT shall indicate the percentage of contract to be subcontracted in contemplation of contract performance. Following the award of the contract, no additional subcontracting will be allowed without the express prior written consent of the City.

3.03. Unresolved Findings for Recovery

CONSULTANT affirmatively represents and warrants that it is not subject to any unresolved finding for recovery issued by the Auditor of State under Ohio Revised Code Section 9.24, or that it has taken the appropriate remedial steps required under Section 9.24, or that it otherwise qualifies under that section.

3.04. Ethics and Drug Free Workplace

CONSULTANT agrees that its performance under this Agreement would not be contrary to the terms of R.C. § 102.03 and § 102.04, as applicable (ethics and conflict of interest). CONSULTANT agrees to comply with all applicable state and federal laws regarding drug-free workplace, and while working on city property or construction site, will not purchase, transfer, use, possess or be under the influence of illegal drugs or alcohol or abuse prescription drugs in any way.

3.05. Ohio Elections Law

CONSULTANT affirms that, as applicable, no party listed in Division (I), or (J) of Section 3517.13 of the Ohio Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to any elected official of the CITY OF CANAL WINCHESTER.

3.06. Taxes

The City is a tax exempt entity and shall provide a tax exempt certificate to the CONSULTANT. The CONSULTANT agrees to withhold all City Income Taxes due or payable under the provisions of Chapter 181 of the Codified Ordinance of the City of Canal Winchester for wages, salaries, and commissions paid to employees and further agrees that any subcontractors shall be required to agree to withhold any such City Income Taxes due under said Chapter 181 of the Codified Ordinances of the City of Canal Winchester for services performed under this Contract.

3.07. Use of Documents

- A. Upon completion or termination of the Agreement, all documents prepared by the CONSULTANT, including tracings, drawings, estimates, specifications, field notes, investigations, copies of computer/electronic files (original application files in .TIF format for drawings), studies and reports shall become the property of and shall be delivered to the CITY upon full payment of monies owed to the CONSULTANT. Copies of CITY-furnished data that may be relied upon by CONSULTANT are limited to the printed copies (also known as hard copies) that are delivered to CONSULTANT pursuant to Part 2 above. Files in electronic media format of text, data, graphics, or of other types that are furnished by CITY to CONSULTANT are only for convenience of CONSULTANT. CONSULTANT shall also be entitled to maintain copies on behalf of the CITY.
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 - 1. Worker's Compensation Insurance: CONSULTANT shall procure and maintain during the life of this contract, Worker's Compensation Insurance, including employers Liability Coverage, in accordance with all applicable statutes of the State of Ohio.
 - 2. Commercial General Liability Insurance: CONSULTANT shall procure and maintain during the life of this agreement, Commercial General Liability Insurance on an Occurrence Basis with limits of Liability not less than \$1,000,000.00 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage.
 - 3. Motor Vehicle Liability: CONSULTANT shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Ohio Coverages, with limits of liability of not less than \$1,000,000.00 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
 - 4. Professional Liability: Professional Liability Insurance on a Claims Made Basis with Limits of liability of not less than \$1,000,000.00 per claim/aggregate;
- B. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance, Motor Vehicle, and Professional Liability Insurance, as described above, shall include an endorsement stating the following: It is understood and agreed that thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to CITY OF CANAL WINCHESTER.
- C. At any time, CITY may request that CONSULTANT, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified. If so requested by CITY, with the concurrence of CONSULTANT, CONSULTANT shall require CONSULTANT's subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such period of time as requested by the CITY, and this agreement will be amended to incorporate these requirements.

3.10. Nondiscrimination

The CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, or national origin. CONSULTANT will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age, handicap, or national origin. Such action shall include, but not be limited to employment upgrading, promotion, demotion, termination, rates of pay, or other forms of compensation, and selection for training. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices summarizing the provisions of this equal opportunity clause. CONSULTANT shall, in all solicitations or advertisements for employees placed by, or on behalf of the CONSULTANT, state that they are an equal opportunity employer.

3.11. Termination

- A. The CITY, may in writing, suspend all or any part of work for such a period the CITY deems appropriate.
- B. This Agreement may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
- C. This Agreement may be terminated by the CITY upon not less than seven days written notice to the CONSULTANT in the event that the Project is permanently abandoned. If the Project is abandoned by the CITY for more than 90 consecutive days, the CONSULTANT may terminate this Agreement upon not less than seven days written notice to the CITY.
- D. In the event of termination, the CONSULTANT shall be compensated for the reasonable value of services performed prior to termination, together with reimbursable expenses then due.

3.12. Allocation of Risk

- A. The CONSULTANT agrees to indemnify and hold the CITY harmless from and against any loss or damage resulting solely from the failure of the CONSULTANT to perform any duty or obligation expressly undertaken by the CONSULTANT pursuant to the terms of this Agreement or the negligent performance or failure to perform by the CONSULTANT of any such express duty or obligation.
- B. CONSULTANT will conduct the research that in their professional opinion is necessary to determine the viability of re-using existing equipment and materials in the design of the project. The CITY recognizes that CONSULTANT's research may not identify all defects and that the information and inspection upon which CONSULTANT relies may contain errors or may not be complete. Given the inherent limitations of such inspections, CONSULTANT's recommendations shall not be relied upon by any party as a warranty of the condition of the existing equipment or materials. The extent of the risk the CITY wishes to accept in reusing existing equipment or materials is something the CITY must determine.
- C. The CONSULTANT shall indemnify and hold harmless the CITY and its officers, agents and employees from and against all claims or suits asserted or prosecuted by third parties to the extent arising directly out of error, omission, or negligent act of the CONSULTANT or its sub-CONSULTANTS; and the CONSULTANT at its own expense, shall defend the CITY in all such litigation, pay all attorney's fees, damages, court costs and other expenses arising out of such litigation; and at its own expense, shall satisfy and cause to be discharged judgments as may be obtained against the CITY or any of its officers, agents or employees pursuant to such litigation.
- D. The CONSULTANT shall be given written notice of the assertion of such claims or suits promptly after such matters are brought to the attention of the CITY and subject to the assent of the City Law Director, which assent shall not be unreasonably withheld or delayed, and shall be permitted to participate in the defense and settlement of any such suits or claims. Nothing contained herein, however, is intended to confer on any third party any rights or benefits hereunder; nor is the foregoing indemnification obligation intended to alter or extend the CONSULTANT's liability for failure to comply with the terms of the contract or for professional or personal negligence or misconduct.

- E. In no event will either party be liable for punitive, multiple, enhanced, incidental, indirect or consequential damages, including loss of profits, even if any of the parties should have been aware of the possibility of such damages.

3.13. Entire Agreement; Waiver

This contract contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This contract supersedes any and all previous agreements, whether written or oral, between the parties. A waiver by any party of any breach or default by the other party under this contract shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default here under.

3.14. Headings

The headings in this contract have been inserted for convenient reference and shall not be considered in any questions of interpretation or construction of the contract.

3.15. Severability

The provisions of the contract are severable and independent, and if any such provision shall be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision, to the extent enforceable in any jurisdiction, shall, nevertheless, be binding and enforceable.

3.16. Controlling Law

This Agreement and the rights of the parties hereunder shall be governed by the laws of the State of Ohio, and any action with respect to this engagement shall be filed in the Franklin County, Ohio in a court of competent jurisdiction. The CONSULTANT further shall obey or satisfy all lawful rules, regulations and requirements issued or promulgated under said respective laws by any duly authorized City, State or Federal officials.

PART 4 – PAYMENTS TO CONSULTANT

4.01 Fee for General Consultation Services

CITY agrees to compensate CONSULTANT an annual amount not to exceed **Sixteen Thousand Dollars and no cents (\$16,000.00)** for the general engineering services outlined in Scope of Services, Section 1.01 General Consultation / City Engineer Services. Payment for services provided under Section 1.01 of the Scope of Services shall be hourly not to exceed without prior authorization of the CITY. Labor fees will be computed per the time rates established in Exhibit B. Invoices will be submitted monthly.

4.02 Fee for Individual Project Proposals

Each individual Project Proposal shall include the fee to be paid by CITY to CONSULTANT as negotiated between the parties for the project as well as the Anticipated hours that are to be required for the Project. The agreed upon fee shall reflect that services will be provided on an hourly, or lump sum, basis as determined by the CITY and CONSULTANT and as described in section 1.02(D) of this contract. Hourly fees will be computed per the time rates established in Exhibit B.

4.03. Direct Personnel Expense

Direct Personnel Expense is defined as the direct salaries of the CONSULTANT's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

4.04. Reimbursable Expenses

- A. Reimbursable Expenses include expenses incurred by the CONSULTANT in the interest of the Project for:
 - 1. Expense of transportation in connection with travel required to carry out the scope of services;
 - 2. Long-distance communications;
 - 3. Fees paid by the CONSULTANT for securing approval of authorities having jurisdiction over the Project; in general, all approval fees shall be paid up front by the CONSULTANT and reimbursed by the CITY and as such are not within the not-to-exceed fee limit established by the CONSULTANT;
 - 4. Reproductions; and
 - 5. Postage and handling of Drawings and Specifications.
- B. Reimbursable expenses must be anticipated and quantified by the CONSULTANT and included in the Project Proposal. In the event that expenses exceed original estimates, the CONSULTANT may request from the CITY additional compensation.

4.05. Payment of Invoices

- A. Invoices are due and payable within 30 days of receipt.
- B. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

4.06. Independent Consultant/Employment Taxes

- A. The CONSULTANT shall be and remain an independent contractor with respect to all services performed hereunder and shall accept full exclusive liability for the payments of any and all contributions or taxes for Social Security, unemployment benefits, pensions, and annuities now or hereafter imposed under any State or Federal laws which are measured by the wages, salaries, or other remuneration paid to persons employed by the CONSULTANT on work performed under the terms of this agreement. The CONSULTANT shall indemnify and save harmless the CITY from any contributions, taxes or liability referred to in this article. CONSULTANT is not an employee of the CITY.
- B. While the CONSULTANT shall be required to render services described hereunder during the term of the contract, nothing herein shall be construed to imply that the City shall have or may exercise any right of control over CONSULTANT with regard to the manner or method of its performance of services hereunder. Except as expressly provided herein, none of the parties shall have the right to bind or obligate the others in any manner without the prior written consent of the other parties.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement, the effective date of which is indicated on Page 1.

City Of Canal Winchester (CITY)

By: _____
Mayor

Name: Michael Ebert

Date: _____

Bird & Bull, Inc. (CONSULTANT)

By: _____
Authorizing Agent

Name: _____

Date: _____

APPROVED AS TO FORM

By: _____
Law Director

Date: _____

EXHIBIT A

General Project Proposal Format

[Date]

[Name of Recipient]

[Title]

[Address]

Subject: [Professional Services for.....]

Dear [Name of Recipient],

Provide scope of service(s) for project and its phase(s). Phase(s) to be as directed by CITY.

STUDY AND REPORT PHASE

Prepare studies and analysis and reports as directed by CITY's project representative.

DESIGN PHASE

In consultation with CITY, determine general scope, extent, and character of individual project. Provide technical design, technical criteria, topographic or other survey as needed, preparation of easement descriptions as needed, prepare bid documents, plans, and specifications, prepare and pursue necessary permits, furnish drawings, prepare opinions of probable costs, assist in bidding and preparation of construction documents. In essence, provide CITY with complete level of design services from original scope detail through the bidding and selection of contractor.

CONSTRUCTION PHASE

Offer to CITY construction engineering services as authorized by CITY project representative. Such services may include general administration of construction contracts, site observation of construction, interpretation of contract documents, assisting City obtain needed materials testing services, dispute resolution, review and approval of change orders, review and approval of contractor pay requests, preparation of final inspection reporting and review and/or preparation of as-built drawings.

ADDITIONAL SERVICES

There may be special services needed to meet the goal and objectives of the City. They include but are not limited to the following:

- Attend community meetings or represent CITY at County, State, or Regional meetings.
- Assist CITY in preparation applications for grant funding.
- Right of Way/ Easement Acquisition.
- Preparation of master utility plans, including technical modeling, reliability and capacity analysis.
- Perform wetland or other environmental engineering analysis.
- Preparation of management plans.
- Geographic information services
- Traffic/Signal engineering or traffic calming studies.
- Other related services as may be requested and directed by the CITY's Project Representative.

ANTICIPATED HOURS/COMPENSATION

Services shall be provided on an hourly, or lump sum as determined by the CITY and CONSULTANT and as described in section I.02.D of this contract. Hourly fees will be computed per the time rates established in Exhibit B.

Hourly rates shall be per Exhibit B – Rate Schedule. Anticipated hours are to be provided with each Project Proposal. Detail effort by providing the anticipated hours by the client manager, project manager, and support staff to satisfy the scope requirements of each project.

SCHEDULE

Provide schedule of services.

EXHIBIT B
Rate Schedule

Exhibit B – Rate Schedule

The CITY agrees to pay CONSULTANT as compensation for services performed as required by Part 4 of the Agreement a fee in accordance with the following hourly rates:

Labor Classification	CY 2018-2019 Rates
-----------------------------	---------------------------

Principals	
Principal, General Supervision	\$129.00
Professionals	
Professional Engineer	\$102.00
Professional Surveyor	\$99.00
Subordinate Professionals	
Reg. Engineer	\$99.00
Reg. Surveyor	\$91.00
Sr. Engineer Intern	\$91.00
Engineer Intern	\$87.00
Surveyor Intern	\$82.00
Engineer Technician	\$87.00
Jr. Engineer Technician	\$54.00
CAD Technician	\$75.00
FIELD SERVICES	
Survey Crew w/GPS – 1 person	\$106.00
Survey Crew – 2 person – Party Chief	\$126.00
Assistant	\$0.00
Survey Crew w/GPS – 2 person – Party Chief \$136.00	
Assistant	\$0.00
Additional Assistant	\$48.00
Resident Project Representative	\$70.00
Surveyor Technician	\$71.00
ADMINISTRATION SERVICES	
Clerical	\$59.00
Courier	\$36.00

Stakes, prints, postal, special delivery and
other miscellaneous items At cost

Filing Fees, Special Consulting (Such as Soils Investigation, etc.) Actual Fee + 10%

Whenever it is deemed necessary by the CITY, acting through the Mayor or the Mayor's designated representative, for employees of the CONSULTANT to work more than forty (40) hours per week, overtime compensation of one and one-half times the regular rate shall be paid for all hours worked over forty (40) per week in accordance with the Fair Labor Standards Act of the United States.

The labor classifications listed above include a variety of specialized skills and disciplines including structural, highway, bridge, traffic, environmental, survey, etc. As a result, it is not possible to provide a single rate for every classification.

ORDINANCE NO. 17-052

**AN ORDINANCE TO AUTHORIZE THE MAYOR TO AMEND A CONTRACT WITH AMERICAN
STRUCTUREPOINT, INC. FOR CONSULTING SERVICES RELATING TO CONSTRUCTION
INSPECTION FOR THE PERIOD FROM JANUARY 13, 2018 THROUGH JANUARY 13, 2019**

WHEREAS, Council hereby finds and determines that it is in the best interest of the City of Canal Winchester to provide for consulting services relating to construction inspection for private and public capital projects in the City; and

WHEREAS, it is necessary to enter into such agreement immediately to provide for construction inspection;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

Section 1: That the Mayor be, and hereby is, authorized to enter into and execute an amendment to the agreement dated January 13, 2015 with American Structurepoint, Inc., a copy of which is attached as Exhibit A, to provide construction inspection for private and public capital projects in the City for the Period from January 13, 2018 through January 13, 2019.

Section 2: That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

APPROVED AS TO FORM:

DATE APPROVED _____

LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Clerk of Council/Finance Director

AMENDMENT #2 TO OWNER-ENGINEER AGREEMENT

1. Background Data:

- a. Effective Date of Owner-Engineer Agreement: January 13, 2015
- b. Owner: City of Canal Winchester
- c. Engineer: American Structurepoint, Inc.
- d. Project: Resident Project Representative Services

2. Nature of Amendment

x Modifications to Time(s) for rendering Services

3. Description of Modifications

- a. The duration of services established in 9.01.B of the Agreement is extended for an additional 12 months, with a new expiration date of January 13, 2019.
- b. Rates from Appendix 1 of the Agreement are modified as follows. (All other rates remain unchanged.)

Inspector	\$65/hour	\$68/hour
-----------	----------------------	------------------

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is January 1, 2018

OWNER:

ENGINEER:

City of Canal Winchester

American Structurepoint, Inc.

By: _____

By: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

ORDINANCE NO. 17-053

**AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO AN AGREEMENT FOR
LEGAL SERVICES WITH FROST BROWN TODD LLC FOR THE PERIOD JANUARY 1, 2018
THROUGH DECEMBER 31, 2019**

WHEREAS, Council hereby finds and determines that it is in the best interest of the City of Canal Winchester to enter into a contract with the law firm Frost Brown Todd LLC to provide legal counsel services to the city;

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER,
STATE OF OHIO:

SECTION 1. That the Mayor be authorized to enter into a contract on behalf of the City of Canal Winchester with Frost Brown Todd LLC in the amount \$15,000.00 per month for the period January 1, 2018 through December 31, 2019, as detailed in Exhibit "A" attached and incorporated herein by reference.

SECTION 2. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

APPROVED AS TO FORM:

DATE APPROVED _____

LAW DIRECTOR

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

FINANCE DIRECTOR/CLERK OF COUNCIL

AGREEMENT BETWEEN THE CITY OF CANAL WINCHESTER
AND FROST BROWN TODD LLC
FOR LEGAL SERVICES

This contract for the services between the City of Canal Winchester, an Ohio Municipal Corporation, ("Canal Winchester") and Frost Brown Todd LLC, ("FBT") effective this the ____ day of January, 2018.

WITNESSETH:

WHEREAS, Canal Winchester wishes to engage FBT to perform general legal services for a two (2) year term (calendar years 2018 and 2019).

NOW, THEREFORE, intending to be bound by this Agreement, the parties agree as follows:

- 1. Routine Services.** Except as otherwise provided herein, Canal Winchester agrees to pay Fifteen Thousand Dollars (\$15,000.00) per month for calendar years 2018 and 2019 and FBT agrees to provide the following Routine Services:
 - a. Attending all regular and special Council meetings.
 - b. Attend other board and commission meetings upon the request of the Mayor.
 - c. Draft and/or revise ordinances and resolutions upon request of the Clerk of Council or Mayor.
 - d. Draft routine legal memoranda as requested by the Mayor, staff and/or Council.
 - e. Provide legal advice to City officials as necessary.
 - f. Respond to Mayor and staff inquiries.
 - g. Attend meetings and discussions with City, County, State and Federal officials and other governmental officials.
 - h. Attend meetings with the development community and staff.
 - i. Review and approve all contracts, ordinances, resolutions and any other written documents.
 - j. Coordinate with special legal counsel for human resource issues and bond counsel.
 - k. Prosecution of traffic and criminal matters in Canal Winchester Mayor's Court.

1. Attend weekly staff meetings.

Canal Winchester hereby designates Eugene L. Hollins, an attorney with FBT the Law Director, who shall be the primarily responsible attorney and contact person for Canal Winchester.

Canal Winchester shall reimburse FBT for any and all reasonable costs and expenses incurred by FBT on behalf of Canal Winchester.

2. **Complex Litigation.** Complex litigation is defined as major litigation that involves, for example purposes only, significant written or oral discovery, significant motion practice, and attendance at evidentiary hearings before a judge and/or a jury. Complex litigation shall also include Ohio Revised Code Chapter 2506 appeals. The Mayor shall pre-approve rates for complex litigation prior to FBT commencing work on any individual matter. The fee arrangement set for the below in "Additional Projects" shall also apply to "Complex Litigation."

3. **Term.** This Agreement shall take effect and be in force from January 1, 2018 through December 31, 2019. However, either Party may terminate this Agreement upon providing thirty (30) days' prior notice of its intent to terminate to the other Party. Subject to the appropriation of funds by City Council, this Agreement shall be automatically renewed for a one (1) year period, unless thirty (30) days' prior notice is provided prior to the date of expiration. If the Agreement is automatically renewed, all rates set forth in this Agreement shall be increased by five percent (5%).

4. **Miscellaneous Provisions.**

- a. **Additional Projects.** Subject to agreement of both Parties, FBT may undertake Additional Projects which are outside of the scope of Routine Services on a flat fee or hourly basis as agreed upon by the Law Director and the Mayor. For projects that are billed hourly, FBT will offer a discounted hourly rate as negotiated and agreed upon between the Mayor. Fee arrangements for Additional Projects will be negotiated and agreed upon by FBT and the Mayor.

- b. **Applicable Laws.** FBT shall comply with all applicable foreign, federal, state, and local laws, rules, regulations, orders, ordinances and government requirements in the performance of this Agreement.

- c. **Notices.** All notices and other communications hereunder must be in writing and will be deemed to have been duly given if delivered by hand, or on the next business day if delivered by a recognized overnight courier, or on the third business day if mailed (by certified mail, return receipt requested, first class postage prepaid), to the Parties with written confirmation of receipt at the following address:

If to Canal Winchester:
Ms. Amanda Jackson

Finance Director
City of Canal Winchester
36 South High Street
Canal Winchester, Ohio 43110-1213

If to FBT:
Eugene L. Hollins, Esq.
Frost Brown Todd, LLC
One Columbus, Suite 2300
10 West Broad
Columbus, OH 43215

- d. **Waiver.** No delay or failure on the part of any Party hereto in exercising any right, power, or privilege under this Agreement or under any other instruments given in connection with or pursuant to this Agreement shall impair any such right, power, or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power, or privilege shall preclude the further exercise of such right, power, or privilege, or the exercise of any other right, power or privilege.
- e. **Severability.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable to any extent, such provision shall be enforced to the greatest extent permitted by law and the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
- f. **Parties in Interest.** This Agreement is enforceable only by FBT and Canal Winchester. The terms of this Agreement are not a contract or assurance regarding compensation, continued employment, or benefit of any kind to any of FBT's personnel assigned to Canal Winchester's work, or any beneficiary of any such personnel, and no such personnel, or any beneficiary thereof, shall be a third-party beneficiary under or pursuant to the terms of this Agreement.
- g. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Ohio without regard to its conflict of law principles.
- h. **Entire Agreement.** This Agreement constitutes the entire understanding of the Parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings and agreements between the Parties. This Agreement may be amended or modified only by a writing executed by the duly authorized officers of the Parties hereto.

- i. **Assignment.** This Agreement may not be assigned or transferred in whole or in part by either Party without the written consent of the other. Any purported assignment without the express written consent of the other is void.
- j. **Independent Contractor Status.** The Parties agree that services hereunder are provided by an independent contractor, and that no contributions will be made to the public employees retirement system for the services, as addressed in Section 145.038, Ohio Revised Code. This Agreement is, and is intended to be, a formal bilateral written contract between the parties as required by Section 145-1-42 (B).

IN WITNESS WHEREOF, the Parties have executed this Agreement.

FROST BROWN TODD LLC

CITY OF CANAL WINCHESTER

Eugene L. Hollins, Partner

Michael Ebert, Mayor

0128850.0615530 4819-0021-8449v1

ORDINANCE NO. 17-054

**AN ORDINANCE TO AMEND THE CODE OF PERSONNEL
PRACTICES**

WHEREAS, Council previously passed Ordinance 32-11 adopting the Code of Personnel Practices, which was amended by Ordinance 52-14; and

WHEREAS, it is necessary and appropriate that the Code of Personnel Practices be updated to reflect changes in city practices and policies and labor laws;

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

SECTION 1. That the Code of Personnel Practices be amended to reflect changes in city practices and policies and labor laws as detailed in Exhibit A and incorporated herein by reference.

SECTION 2. That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED _____

ATTEST _____
CLERK OF COUNCIL

PRESIDENT OF COUNCIL

MAYOR

APPROVED AS TO FORM:

DATE APPROVED _____

LAW DIRECTOR

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

FINANCE DIRECTOR/CLERK OF COUNCIL

CANAL WINCHESTER

CODE OF PERSONNEL PRACTICES HANDBOOK

Adopted:

12/1/14

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The policies set forth and adopted within this Manual supersede all previous written and unwritten personnel policies of Canal Winchester, Ohio (hereinafter "CW"). Questions regarding the interpretation and application of these policies shall be directed to the Mayor, supervisor, or designee. The policies and procedures set forth herein are to provide employees the appropriate guidelines for the efficient, effective and equitable management of CW. This Manual and these policies do not constitute an employment contract or agreement between CW and any of its employees, nor a guarantee of minimum benefits between CW and any of its employees.

SEVERABILITY CLAUSE

If any article or section of this policy manual or any amendments thereto shall be held invalid by operation of law or by a tribunal of competent jurisdiction, or compliance with or enforcement of any article or section of this policy manual shall be restrained by such tribunal, the remainder of this policy manual and amendments thereto shall not be affected and shall remain in force and effect.

SECTION 1.0: INTRODUCTION

This manual contains the policies for CW. All personnel charged with the responsibility of administering any policy must be thoroughly knowledgeable of its contents. The policies in this manual may be changed periodically. As a result, CW reserves the right to revise, modify, amend or delete any policy, procedure, benefit or regulation as deemed necessary. Updated policies will be issued to all manual holders and communicated to all affected employees. Prior to implementation, employees will be required to review any updated policies and shall sign an acknowledgement indicating that they have received and had an opportunity to review them.

Any references to males contained herein shall apply equally to females.

SECTION 1.1: DEFINITIONS

ABSENT WITHOUT LEAVE - Absence from duty without approval. Any employee absent from duty habitually or for two (2) or more successive duty days, without leave and without notice to the employee's supervisor of the reasons shall be deemed to have voluntarily resigned.

APPOINTING AUTHORITY—The Mayor of Canal Winchester, Ohio.

APPOINTMENT - Designation of a person by the Employer to any position within CW.

CLASSIFICATION - A group of positions that involve similar duties, responsibilities, authority and require similar qualifications so that the same title may be used for each, the same pay range assigned, and the same examination conducted, if required. A class may include only one position in some circumstances.

CLASSIFIED SERVICE – The classified service shall comprise all persons in the employ of CW who are not specifically included in the unclassified service.

CW—The municipality of Canal Winchester, Ohio.

DAY – A calendar day unless specified otherwise.

DUTY—The express tasks required by one's position and those tasks implied by the nature of one's position, including, but not limited to the essential functions listed in the job description for the position.

EMPLOYEE - Any person holding a position by appointment or employment in a classification established by the CW Council.

PROBATIONARY PERIOD – Either the period of time at the beginning of an original appointment or the period of time immediately following a promotion, which constitutes a trial or testing period for the employee. The initial probationary period shall be three hundred and sixty–five days, one year. Promotional probationary period shall be one hundred and eighty days.

PROBATIONARY REMOVAL – The termination of an employee’s employment for unsatisfactory performance during the employee’s initial probationary period.

PROMOTION - The movement from one position to a vacant position which is assigned to a different classification and a higher pay range, or higher salary where pay ranges do not exist. For the purposes of this definition, a higher pay range is determined by comparing the step one rates of the relevant pay ranges.

SEASONAL APPOINTMENT - An appointment where an employee works a certain regular season or period of each year performing some work or activity limited to that season or period of the year.

SUPERVISOR - Any individual who has authority, in the interest of the public employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other public employees; to responsibly direct them, or to effectively recommend such action, if the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

TEMPORARY APPOINTMENT – An appointment for a limited period of time, fixed by the Employer, for a period not to exceed one hundred twenty (120) days, unless for reason of illness, sickness or disability.

UNCLASSIFIED SERVICE – All offices and positions which are exempt from all examinations and which provide no tenure under the law are unclassified. Appointment to a position in the unclassified service may be made at the discretion of CW and the incumbent may be removed, suspended or reduced from the position at the pleasure of the appointing authority.

SECTION 1.2: POLICY AMENDMENTS

These policies may be amended, revised or deleted by act of the Legislative Authority. Each employee will receive a copy of the amended, revised or deleted policy prior to its effective date. Such amendments, revisions or deletions shall be made after three readings and shall not be passed as emergency legislation.

SECTION 1.3: CLASSIFIED AND UNCLASSIFIED EMPLOYMENT

- A. All original appointments within the classified service shall be for a probationary period of one year. Promotional probationary period shall be one hundred and eighty days. If the service of the probationary employee is unsatisfactory, the employee may be removed or reduced at any time during the probationary period. A probationary employee duly removed or reduced in position for unsatisfactory service does not have the right to appeal the removal or reduction. Following completion of the probationary period, no classified employees shall be reduced in pay or position, fined, suspended, or removed, or have the employee’s longevity reduced or eliminated, except and for incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, violation of any policy or work rule of CW, any other failure of good behavior, any other acts of misfeasance, malfeasance, or nonfeasance in office, or conviction of a felony.
- B. Employees in the unclassified service are exempt from the competitive examination process and serve at the pleasure of CW. The unclassified positions are: Community Affairs Director; Construction Services Administrator; Development Director; Finance Director; and Public Service Director; Technology Coordinator; Clerk of Council; Planning and Zoning Administrator; Clerk of Court; Streets, Lands and Buildings Superintendent; Water Reclamation Superintendent; Water Superintendent; Urban Forester; Community Center Coordinator; Utilities Billing Clerk; Events and Communications Coordinator; Finance Specialist; Administrative Assistant (Finance Department); and Chief Building Official.

- C. Employees authorized to act for and on behalf of CW, or holding a fiduciary or administrative relationship to the CW council or mayor and employees whose fitness would be impractical to determine by competitive examination shall be in the unclassified service of CW.

SECTION 1.4: VACANCIES: IDENTIFICATION, ANNOUNCEMENT AND APPLICATION

- A. CW shall post, internally for a minimum of seven (7) calendar days, classified position openings it intends to fill on a permanent basis, except in those cases where an employee is eligible for reinstatement from layoff to the vacant position.
- B. During the posting period, any employee wishing to apply for the vacant position shall submit a written notice of interest to the Employer or designee. The Employer or designee shall not be obligated to consider any applications submitted after the close of the posting period. However, CW may consider the applications of employees who were on a previously scheduled vacation during the posting period.
- C. The Employer may consider applicants from internal or external sources at the Employer's discretion. If the Employer elects to consider applications from both current employees and outside applicants, the Employer or designee shall publicly announce by appropriate means all promotional vacancies to be filled and shall maintain a list of announced vacancies for public inspection.

SECTION 1.5: BASIS FOR SELECTION

- A. All appointments to positions in the classified service shall be made according to merit and fitness, which shall be determined, as far as practicable, by competitive examination. As noted in the Rules of the Personnel Board of Review, an examination may include an evaluation of such factors as education, training, capacity, knowledge, manual dexterity, and physical or psychological fitness. An examination shall consist of one or more tests in any combination. The Employer shall determine the method of competitive examination, whether written, oral, physical, demonstration of skill, or an evaluation of training and experiences and shall be designed to fairly test the relative capacity of the persons examined to discharge the particular duties of the position for which appointment is sought.
- B. All qualified employees applying for the position may be interviewed by the Employer or designee, or the Employer may limit the number to be interviewed based on applicant responses to the job posting and the qualifications listed in the application.
- C. No immediate family member (parents, grandparents, grandchildren, children, spouse, siblings and any person related by blood or marriage and residing in the same household) shall be the direct or indirect supervisor of another immediate family member. Council rules do not permit an elected official of CW to use the authority or influence of his or her position to secure employment of any immediate family member. In addition, Department Heads are prohibited from the same. CW will not hire as full-time, part-time, intermittent or seasonal employee any immediate family member of an elected official of CW. Additionally, family members will not be hired if it creates a conflict of interest between the employee and the relative or CW. Similarly, no family member will be hired if it could result in a conflict of interest. Temporary employees are excluded from this restriction.

Additionally, an employee is not permitted to work in a position where a supervisor, or any person in the chain of organizational command, is a relative. If such a situation is created through promotion, transfer or marriage, one of the affected employees must be transferred or separated. If

two employees marry, they will be subject to the same rules above, unless Ohio law or judicial decisions dictate otherwise.

Ohio Rev. Code 102.03 and 2921.42 render it unlawful for a public official to use her influence to obtain a benefit, including a job for a family member. All employees are reminded that a violation of either of these statutes could result in criminal prosecution and/or disciplinary action.

SECTION 1.6: PROMOTION AND TRANSFER

- A. Promotion and transfer opportunities may be offered to eligible CW employees. CW may limit a selection process to eligible employees, or may allow such employees preference in application and/or consideration, to the extent such is permitted by CW's merit system practice.
- B. To be considered for promotion and/or transfer opportunities, employees must meet the minimum qualifications of the position as set forth in the Classification Plan established by CW, must have completed one year of employment with CW, and must not be under disciplinary action. Factors to be considered for promotions include an employee's completion of required training courses, annual performance evaluation ratings, overall performance, the employee's attendance record, and any job-related testing prescribed by the Employer.
- C. Employees of any division who are promoted within the division shall be entitled to have their years of service within the division taken into account as a positive factor in determining placement in the pay scale established by CW.

Employees who transfer to another division or are promoted to a division other than the one in which they currently work shall be placed in the pay scale at the salary which most closely corresponds, but is not less than, the employee's current salary.

- D. No employee shall be required to take a cut in pay to secure a promotion or transfer opportunity, unless the employee's salary is higher than the highest salary in the pay scale established for the job by CW. In that case, the employee shall be placed at the highest salary established by CW in the pay scale for that job.
- E. Promoted employees will be required to serve a probationary period in their new position. Employees failing their probationary period following appointment may be demoted to their prior position, if possible, or removed.
- F. An employee who is promoted within a classification series will receive an appropriate salary adjustment in the salary range as determined by the appointing authority.
- G. When an occasion arises that creates an absence of a senior class employee for an extended period of time, a temporary appointment may be made. The temporary appointment may not continue longer than one hundred twenty days, and in no case shall successive temporary appointments be made. A temporary appointment longer than one hundred twenty days may be made if necessary by reason of sickness, disability, or other approved leave of absence of regular officers or employees, in which case it may continue during the period of sickness, disability, or other approved leave of absence, subject to the rules of the employer. While serving in a temporary appointment, employees will be at the bottom of the pay range of the temporary appointment, or receive their current rate. However, CW may make an appropriate salary adjustment in the salary range as determined by the appointing authority.

SECTION 1.7: EMPLOYEE STATUS

- A. All employees of CW shall be categorized as full-time, part-time, temporary, seasonal or intermittent.
1. Full-time employee - an employee who is regularly scheduled to work 40 hours per week or on the standard full-time workweek as designated by the Employer.
 2. Part-time employee - an employee who is regularly scheduled to work less than 40 hours per week, or less than full-time as designated by the Employer.
 3. Temporary employee - an employee who works in a position which is of a non-permanent nature (full-time, regular part-time), which has a specified duration of time. (In most situations, the time frame will not exceed one hundred twenty days.)
 4. Intermittent employee - an employee who works on an irregular schedule which is determined by the fluctuating demands of the work and is generally not predictable. Such employees are in the unclassified service and serve at the pleasure of CW. (In most situations the time frame will not exceed one thousand hours per year.)
 5. Seasonal employee - an employee who works a regular season or period of each year performing some work or activity limited to that season or period of year.
- B. Full-time permanent employees shall be entitled to all benefits as provided by CW. Part-time, temporary, seasonal and intermittent employees shall be entitled to only those benefits which are specified in this manual.

SECTION 1.8: MEDICAL EXAMINATIONS/DRUG AND ALCOHOL POLICY

A. MEDICAL EXAMINATIONS

A physical and mental examination by a qualified physician may be required by the Employer upon the conditional offer of appointment or promotion, to ensure that selected job applicants are physically and mentally able to perform the essential job functions of the position for which they are applying. Such examination will include drug/alcohol testing and any job related examinations. Existing employees may also be required to submit to a physical and/or mental examination if needed to verify fitness to perform the essential job functions of the position. No medical examination, except screening for use of illegal drugs, will be conducted until after CW has made the applicant a conditional offer of employment.

The Employer shall select the physician to administer the examination and shall pay the cost. Applicants may obtain a waiver of the medical examination requirement for religious opinion or affiliation.

Any applicant requesting a waiver of the examination requirement shall submit a written affidavit from a qualified physician describing his or her state of health at the time of employment.

Current CW employees may be required to submit to a regularly scheduled medical examination during their period of employment with CW. Such an examination is intended to ensure that the incumbent continues to be physically and mentally able to perform the essential duties of his or her position. In such instances, the Employer shall inform the incumbent in writing of the examination

requirement, the physician who will conduct the examination, and the time and date of the examination. The Employer shall assume the cost of such required examinations. The employee shall be responsible for attending the examination, and shall cooperate with the physician in order that the report of examination may be delivered to the Employer. In the event the employee elects to choose a physician other than the Employer's physician to complete the physical examination, cost incurred for conducting the physical examination will be at the employee's expense. Employees who refuse examination or fail to cooperate may be subject to disciplinary action, including termination for refusal to attend required examinations.

An employee may be disqualified from holding a position with CW if it is determined that the individual is unable to perform the essential duties of the position sought or held. Prior to disqualification or termination, the Employer will consider whether a reasonable accommodation can be made which would enable the individual to perform the essential duties of the position. If it is determined that an employee must be separated due to a disability, such employee may request a hearing before the Personnel Board of Review.

CW will provide or pay for regular medical examinations for employees who may be exposed to contagious diseases while performing duties for CW. Upon written request, CW shall reimburse insurance costs incurred by an employee for contagious disease testing.

B. DRUG AND ALCOHOL POLICY

Alcoholism and drug addiction are treatable diseases. Therefore, employees who believe that they may have an alcohol or drug addiction problem are encouraged to seek professional treatment and assistance. No employee who seeks such treatment or assistance prior to detection will have his job security, promotional opportunities, or other job conditions jeopardized by a request for treatment. The individual's right to confidentiality and privacy will be recognized in such cases. The CW will reasonably accommodate a recovering employee's alcohol or drug addiction in accordance with federal and state law.

Treatment pursuant to this accommodation policy will not result in any special regulations, privileges, or exemptions from standard administrative procedures, practices, or policies including disciplinary action. The CW may take disciplinary action for any violations of work rules, regardless of the effect of alcohol or drug abuse. Nothing in this policy shall be construed to condone or exonerate employees from their misconduct or poor performance resulting from a drug or alcohol problem.

The CW maintains a drug and alcohol free workplace¹ in order to eliminate the inherent risks and liability to the CW, the affected employee, co-workers and the public. Employees are hereby notified that the manufacture, distribution, dispensing, possession, use or being under the influence of alcohol, drugs or other controlled substance is strictly prohibited during working hours at any location where employees are conducting CW business. Also prohibited is the illegal use of legal substances.

¹ As set forth in detail in paragraph B5 (Zero Tolerance) below, medical marijuana use as authorized by state law is not exempted from the CW's drug and alcohol free workplace policy, constitutes a violation of this policy, and employees are subject to discipline up to and including discharge for any violation of this policy, including use of medical marijuana.

In order to further the CW's objective of maintaining a safe, healthful, and drug-free workplace, the CW may require an employee to submit to a urine and/or blood test if there is reasonable suspicion to believe that an employee is under the influence of a controlled substance or alcohol. Refusal to submit to a drug or alcohol test and/or to release the results of the same shall be considered insubordination and will be construed as a positive test result.

Employees are put on notice that an employee who is under the influence of drugs or alcohol may forfeit their right to obtain workers compensation benefits. The law establishes a rebuttable presumption that if an injured worker tests positive for the use of drugs or alcohol, the worker will have to prove the use of drugs or alcohol did not cause the accident. A refusal to test for the use of drugs or alcohol will also establish the presumption. Employees who are involved with a workplace accident may be required to undergo drug and/or alcohol testing in accordance with this policy.

1. Definitions:

- (a) Controlled Substance - means any controlled substance contained in Schedules 1 through V of Section 202 of the Controlled Substance Act (21 USC 812; or as defined in 3719.01 O.R.C.).
- (b) Conviction - means any finding of guilt, including a plea of *nolo contendere* (no contest) or the imposition of a sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.
- (c) Criminal drug statute – when an employee is convicted of or pleads guilty to a drug statute conviction as defined by 3719.01 et seq. O.R.C.
- (d) The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance by any employee which takes place in whole or in part in the employer's work place is strictly prohibited and will result in criminal prosecution and employee discipline which may include termination from employment.
- (e) Any employee convicted of any Federal or State criminal drug statute must notify the employer of that fact within five (5) calendar days of the conviction.
- (f) Any employee who reports for duty in an altered or impaired condition which is the result of the illegal use of controlled substances and/or alcohol will be subject to disciplinary action. Any decision to take disciplinary action may be held in abeyance pending the completion by the employee of a drug rehabilitation program.
- (g) Any employee convicted of a drug or alcohol offense, who fails to report the conviction as required by the above, will be:
 - (i) Terminated from employment;

- (ii) held civilly liable for any loss of federal funds resulting from the failure to report the conviction.

2. The Drug/Alcohol Testing Policy

- (a) In order to maintain a safe and healthful work environment, CW reserves the right to set standards for employment and to require employees to submit to physical examinations including blood or urine tests for alcohol, illegal drugs, or the misuse of legal drugs where there is reasonable suspicion that an employee's work performance is, or could be, affected by the condition.
- (b) Where CW has a reasonable suspicion to believe that the employee is in violation of this policy, it may require the employee to go to a medical clinic, at CW's expense, to provide blood and/or urine specimens. For purposes of the above, "reasonable suspicion" shall generally mean suspicion based on personal observation by a CW representative, including descriptions of appearance, behavior, speech, breath, or inexplicable behavior.
- (c) If requested, the employee shall sign a consent form authorizing the clinic to withdraw a specimen of blood or urine and release the test results to CW. Refusal to sign a consent form or to provide a specimen will constitute insubordination and a presumption of impairment and may result in discharge.
- (e) Any employee who tests positive, may request retesting of the original specimen at their own expense.
- (g) Employees who test positive for illegal substance abuse or misuse of legal drugs and/or alcohol may be offered rehabilitation through CW Employee Assistance Program. Any costs related to the rehabilitation shall be paid by the employee. Employees must take any available accumulated, paid, or unpaid leave during their absence. Failure to fully participate in or successfully complete such a rehabilitation program may result in disciplinary action.
- (h) Employees who return to work after the successful rehabilitation will be subject to random drug tests for a period of two years from the date of their return.
- (i) Employees subject to random drug tests who refuse to participate in the drug/alcohol testing and/or rehabilitation program or who continue to test positive for substance abuse will face additional disciplinary actions, up to and including removal.
- (j) Any employee involved in an accident may be subject to post accident alcohol and drug/alcohol testing.
- (k) Employees who are required to hold a commercial driver's license (CDL) will be required to participate in CW's drug and alcohol testing program as required by federal law which includes pre-employment testing, post-accident testing, random testing, reasonable suspicion testing, and return-to-work testing. Policies and

procedures for these programs will be consistent with federal law and will be made available to employees required to hold CDLs and their supervisors.

3. Discipline

The CW may discipline an employee, for any violation of this policy. Nothing herein shall be construed as a guarantee that the CW will offer an opportunity for rehabilitation. Failure to successfully complete or participate in a prescribed rehabilitation program, if offered, shall result in the employee's discharge [including a refusal to test or a positive test result on a return to duty or follow-up test]. No employee shall be provided more than one opportunity at rehabilitation. The CW's decision whether to discharge an employee shall be made on the basis of the circumstances surrounding the employee's positive drug or alcohol test and considerations such as any other misconduct resulting from the employee's substance abuse (e.g. injury, property damage, etc) the employee's work record, and other factors traditionally considered when determining whether to retain an employee.

4. Refusal to Test

Employees who refuse to submit to the required testing shall be subject to disciplinary action up to and including discharge. A refusal to test for purposes of this policy shall include:

1. Failure to provide a sufficient sample provided there does not exist a valid medical explanation as to why the employee was unable to do so;
2. Any conduct that attempts to obstruct the testing process such as unavailability, leaving the scene of an accident without proper authorization, delay in providing a sample, adulterating, substituting or attempting to adulterate or substitute a specimen during the testing process, regardless of whether such attempt results in a negative or positive diluted sample;
3. Failure to execute or release forms required as part of the testing process.

5. Zero Tolerance

CW has a zero-tolerance policy for employees who are under the influence of illegal drugs or alcohol while at work. Employees who are using marijuana with a valid doctor's recommendation or authorized by Ohio law are not exempt from this policy in any way. The use of marijuana with or without a valid recommendation or as authorized by law will be treated the same as the use of all other illegal drugs or the abuse of legal drugs and may result in the employee's termination.

Employees are advised of the following:

1. CW does not permit or accommodate an employee's use, possession, or distribution of medical marijuana;
2. CW may refuse to hire or may discharge, discipline or take other action against an individual because of that person's use, possession, or distribution of medical marijuana;

3. An employee who tests positive for or refuses to submit to a drug test may be disqualified for compensation and benefits under the Ohio Workers' Compensation Act;
4. Because use, possession or distribution of marijuana is a violation of the Drug-Free Workplace Policy, employees who are discharged for those reasons will be considered to have been discharged for just cause for purpose of unemployment compensation or other post-termination pay or benefits.

SECTION 1.9: SENIORITY

Seniority is defined, for the purposes of this manual, as the full-time, uninterrupted length of continuous service with CW. Part-time service with CW shall not be calculated into a full-time service equivalent, unless required by law. An authorized leave of absence does not constitute a break in service and seniority time continues to accumulate during the term of the leave, provided that the employee complies with rules and regulations governing his or her leave of absence, and that the employee is reinstated from the leave.

SECTION 1.10: DISCIPLINE

Employee discipline shall be consistent with the Personnel Board of Review of CW. Specifically, the Board of Review states: Every officer or employee in the classified service of the City shall hold their position during good behavior and efficient service. No employee may be reduced in pay or position, suspended (paid or unpaid) or removed, except for incompetency, inefficiency, immoral conduct, dishonesty, conviction of a felony, drunkenness, insubordination, discourteous treatment of the public, neglect of duty, failure of good behavior, violation of a policy or work rule of the City, abuse of authority, repeated failure to meet personal financial obligation, acts of misfeasance, malfeasance or nonfeasance, the conviction of a felony or for any other just and reasonable cause as determined by the Board.

Employees still serving their probationary period are considered unclassified employees and serve at the pleasure of their Appointing Authorities. As such, persons in their probationary period who are reduced, removed, or suspended have no right to appeal to the Board.

Prior to the imposition of discipline which may result in a loss of pay or working suspension, the employee shall be afforded a pre-disciplinary conference, except that an employee may be suspended without pay pending a hearing where the charges are theft, embezzlement of public funds, being under the influence of, or the use of alcoholic beverages or abusive drugs during work hours, or physical violence.

When an employee in the classified service is to be disciplined, the Appointing Authority or designee shall have the charges against the employee reduced to writing and served on the employee. A pre-disciplinary conference with the City, or designee, shall be held within forty-eight (48) hours of the service of charges upon the employee, unless a mutually agreeable extension is made.

The employee shall have the right to be represented at the pre-disciplinary conference by a designated representative who shall have the right to attend any hearing held. The employee shall have the right to respond to the allegations of misconduct either verbally or in writing; have another respond to the allegations either verbally or in writing; provide no response; or waive the pre-disciplinary conference.

In case of a removal, reduction in pay or position, or suspension of 24 hours or more for employees exempt from overtime pursuant to the Fair Labor Standards Act (FLSA) or of 40 hours or more for employees non-exempt from overtime pursuant to the FLSA, the City shall serve on the employee, personally or by certified

mail, at the last known address of such employee, a written statement concisely setting forth the reasons for which the employee is removed, reduced, or suspended and the duration of any such suspension. The employee may appeal to the Board in writing within (10) calendar days from the date such written statement is served upon them.

When notified of an employee's appeal, the City shall transmit to the Board a copy of the written statement sent to such employee, together with a statement of the time and manner of service thereof. The Board shall hear the employee's appeal within thirty (30) days from the filing of the appeal with the Board and may affirm, disaffirm, or modify the judgment of the City issuing such order and the Board's judgment in the matter shall be final except as otherwise provided by law.

In an appeal of a removal based upon a "last chance agreement" between the City and the employee, the only issue in which the Board may render a decision is whether the employee violated the last chance agreement. The Board may only affirm or disaffirm the judgment of the City. If it is determined that the last chance agreement was violated, the Board may not modify the discipline issued pursuant to the last chance agreement.

An employee wishing to leave City service in good standing shall file a written resignation with their department and /or division head at least two (2) weeks in advance. Failure to comply with this requirement may result in denial of future employment with the City.

The acceptance by the City of the resignation of a person discharged, before the final action by the Board, will be considered a withdrawal of the charges. Notice of the employee's resignation shall be submitted immediately to the Board which shall be entered in the Board's records.

Principles of Progressive Discipline:

The City practices progressive discipline beginning with informal counseling. Formal discipline with notation in the employee's personnel file includes:

- a) One or more oral reprimand (s)
- b) One or more written reprimand (s)
- c) One or more suspension (s)
- d) Termination

All records relating to oral and/or written reprimands will cease to have any force and effect and will be removed from an employee's personnel file twelve (12) months after the date of the oral and/or written reprimand if there has been no other discipline imposed during the past twelve (12) months. Records of other disciplinary action will be removed from an employee's file under the same conditions as oral/written reprimands after twenty-four (24) months if there has been no other discipline imposed during the past twenty-four months.

SECTION 2.0: ETHICS

The proper operation of a democratic government requires that actions of public officials and employees be impartial, that government decisions and policies be made through the proper channels of governmental structure, that public office not be used for personal gain, and that the public have confidence in the integrity of its government. Ohio Revised Code Sections 102.03 and 2921.42 prohibit public employees from using their influence to benefit themselves or their family members. In recognition of the above-listed requirements, the following Code of Ethics is established for all CW officials and employees:

- 1) No employee shall use his official position for personal gain, or shall engage in any business or shall have a financial or other interest, direct or indirect, which is in conflict with the proper discharge of his official duties.
- 2) No employee shall, without proper legal authorization, disclose confidential information concerning the property, government or affairs of CW, nor shall s/he use such information to advance the financial or other private interest of him or herself or others.
- 3) No employee shall accept any valuable gift, whether in the form of service, loan, item or promise from any person, firm or corporation that is interested directly or indirectly in any manner whatsoever in business dealings with the City; nor shall an employee accept any gift, favor or item of value that may tend to influence the employee in the discharge of his duties or grant, in the discharge of the employee's duties any improper favor, service or item of value.
- 4) No employee shall represent private interests in any action or proceeding against the interest of the City in any matter wherein the City is a party.
- 5) No employee shall engage in or accept private employment or render services for private interests when such employment or service is incompatible with the proper discharge of his official duties or would tend to impair his independent judgment or action in the performance of his official duties. Neither shall other employment, private or public, interfere in any way with the employee's regular, punctual attendance and faithful performance of his assigned job duties.

Any employee having doubt as to the applicability of these provisions should consult his supervisor or Department Head. Any employee offered a gift or favor, who is not sure if its acceptance is a violation of the Code of Ethics, should inform his supervisor of the gift offer. The supervisor will make a decision or will refer the individual to the Prosecutor's Office. No employee will accept from any contractor or supplier doing business with CW, any material or service for the employee's private use.

State law prohibits CW employees and officials from having a financial interest in companies that do business with public agencies, with minor exceptions. Employees who have any doubt concerning a possible violation of these statutes are advised to consult an attorney.

SECTION 2.1: PERFORMANCE EVALUATION

- A. Each CW employee normally will receive an annual performance evaluation from the Employer or his designee for the period January 1 through December 31. Special evaluations may be made if authorized by the Employer or designee. New or newly promoted employees will be evaluated following six months (mid-probation evaluation) of service and one year of service (final probation evaluation).
 1. The mid-probation evaluation will be used for the annual evaluation if the employees' hire or promotion date was after April 1.

2. The final probation evaluation will be used for the annual evaluation if the employees' hire or promotion date was prior to April 1.
- B. Salary raises will be given in accordance with a merit pay system. Percentage of increase for the ensuing year will be recommended by the Council Committee prior to the beginning of each fiscal year. Council shall have the authority to differ from these practices. Both the evaluation and the percentage of salary increase for each employee will have the approval of the Employer. Salary raises for new employees will be pro-rated based on their hire date. If the date of hire is October 1 or after, the employee will not be eligible for an annual salary raise until the next annual evaluation period.
 - C. Each employee shall be provided a copy of his or her performance evaluation. The supervisor shall discuss the report with the employee and shall counsel the employee regarding any improvement in performance which appears desirable or necessary. Employees will be required to sign the performance evaluation indicating that they have received the evaluation and are aware of its comments. The employee at the time of his evaluation may request to discuss the findings of his performance evaluation with his supervisor first, then the Department Director and the Appointing Authority, or both.
 - D. It may be necessary to administer employee performance evaluations periodically throughout the year. These instances will be handled in the same manner as the annual performance evaluation.

SECTION 2.2: TRAINING

Employees may be required to attend job-related training programs, courses, workshops, and seminars. If such training is required by the Employer or designee, the reasonable expenses for training costs and expenses actually incurred by the employee may be paid by CW upon presentation of receipts and other related documentation. A satisfactory certificate of completion for training shall be required before reimbursement can take place.

SECTION 2.3: PAY PERIOD

- A. All employees will be paid every two (2) weeks. Adjustments in pay periods may be made for leap years.
- B. The pay period is two (2) weeks long. The pay period starts at 12:01 a.m. on Monday and ends at 12:00 midnight on the second Sunday following. Records of hours worked and/or edits to such records must be turned in to the Employer during regular business hours on the designated day so that payroll can be prepared by the Finance Director.

SECTION 2.4: OVERTIME

- A. Non-exempt employees shall be entitled to overtime compensation at one and one-half (1½) times their regular rate of pay for all hours actually worked in excess of 40 hours during any work week. Employee overtime must be authorized by the Mayor or Department Head in advance of the overtime being worked, unless emergency circumstances require an employee to be called in without prior approval of the Mayor or Department Head. Scheduled overtime will be guaranteed a minimum of thirty (30) minutes work time. Scheduled overtime, which is subsequently canceled for any reason, shall not entitle the employee to overtime compensation.

- B. For purposes of this section, paid sick leave, vacation, holiday and other approved paid leave time shall be considered hours actually worked. Time spent traveling where overnight stay is not required during the workday shall be considered hours actually worked for the purposes of calculating overtime; time spent overnight on official CW business shall not be considered hours actually worked for the purposes of calculating overtime.
- C. Upon the written request of the employee and with the approval and agreement of the employees' department manager, and in lieu of overtime pay, non-exempt employees may request in writing to be granted compensatory time for the hours worked in excess of forty (40) hours per week. For every one (1) hour of time worked on overtime, a non-exempt employee shall be granted one and one-half (1 ½) hours of compensatory time. Newly accrued compensatory time is not available for use until it appears on the employee's earnings statement and on the date the funds are made available.
- D. The following positions within CW shall be exempt from the overtime provisions of the Fair Labor Standards Act ("FLSA"): Community Affairs Director, Construction Services Administrator, Development Director, Finance Director, Public Service Director, Planning and Zoning Administrator, Technology Coordinator, Streets, Lands and Buildings Superintendent, Urban Forester, Water Reclamation Superintendent Water Superintendent, , Finance Specialist, and Chief Building Official. Additional positions may also be exempt from the overtime provisions of the FLSA due to the job duties of the position.
- E. Exempt employees are exempt from the payment of overtime. While these employees are not eligible for overtime, they are eligible for schedule adjustments as authorized by the Department Head. Scheduled committee and/or council meetings are paid hour for hour for exempt employees with a guaranteed minimum of thirty (30) minutes.
- F. At the discretion of the Employer, in lieu of overtime pay, exempt employees may request in writing to be granted compensatory time for the hours worked in excess of forty (40) hours per week. For every one (1) hour of time worked on overtime, an exempt employee shall be granted one hour of compensatory time. The compensatory time account for exempt employees will have a maximum capacity of eighty (80) hours which must be used by the end of the calendar year. Newly accrued compensatory time is not available for use until it appears on the employee's earnings statement and on the date the funds are made available.
- G. When an employee is required to work on one of the observed holidays, such employee shall receive his or her usual rate of compensation plus additional compensation for each hour actually worked at the rate of one and one-half (1½) times his or her usual rate of pay. The additional compensation shall not be considered in determining any employee's regular rate of pay for purposes of calculating overtime compensation which may accrue in such workweek (i.e. pyramiding of overtime is not permitted)

By way of illustration, the appropriate calculation for an employee with a usual rate of pay of \$10.00 per hour is as follows:

<u>Worked 5 hours on a holiday</u>			
Holiday pay	8 hours @ \$10.00/hour	\$	80.00
Overtime	5 hours @ \$15.00/hour	\$	75.00
			\$155.00

- H. Compensatory time for nonexempt employees will be paid at separation.

SECTION 2.5: ON-CALL DUTIES

- A. Certain positions as designated by the Employer will be on an on-call status through use of cell phones and home phone numbers. An employee who is on an on-call is required to have his/her cell phone on at all times, even when at home, in order to be reached in case of an emergency. If an employee on an on-call status is directed to perform his or her duties, then such employee shall report to work promptly, but in no event later than within one (1) hour of being called.
- B. Employees assigned to an on-call status are free to pursue their own activities and the only stipulation is that they be available for on-call duties, as required. They will not be compensated for any time not spent until actually responding to a call during the on-call status period. If an employee on an on-call status is directed to perform his duties, then he will be compensated for all time spent performing his duties from the time he leaves his home or other location to the directed area assigned until he returns to his home. The employee is expected to leave his home or previous location and proceed directly to the area assigned and return to his home immediately and without stopping.
- C. Non-exempt employees who are called in and required to work hours outside of their regularly scheduled hours of work shall be paid a minimum of two (2) hours pay at one and one-half (1½) times their hourly rate of pay or actual hours worked, whichever is greater, unless such call-in occurs on a holiday. All additional hours worked beyond the above two (2) hour call-in minimum will be compensated for at the usual overtime rate of pay. There shall be no pyramiding of on-call pay or on-call time. Additionally, employees called-in to work outside their regularly scheduled work hours may be required to work on behalf of the Employer for the duration of their call-out pay.
- D. Prescheduled work and meetings are not considered as part of the on-call hours.

SECTION 2.6: LONGEVITY PAY

Longevity pay applies to full-time and part-time employees. Longevity pay is to be paid in an employee's paycheck for the pay period which includes December 1st. Employees shall be entitled to longevity pay as of each December 1st following their fifth anniversary date with CW according to the following schedule:

5-9 full years of continuous service with CW.....	\$200.00
10-14 full years of continuous service with CW.....	\$400.00
15-19 full years of continuous service with CW.....	\$600.00
20-24 full years of continuous service with CW.....	\$800.00
25 or more full years of continuous service with CW	\$1,000.00

Special Provisions: If an employee quits or is terminated prior to December 1, he is not eligible to receive longevity for that calendar year. That is to say that the employee must be working with CW during the pay period that includes December 1.

SECTION 2.7: RETIREMENT PLAN

All employees of CW are required by law to participate in the Ohio Public Employees Retirement System. This plan is entirely independent of the Federal Social Security System. Information on this retirement plan may be obtained by contacting the Finance Director or designee. If employees should have any further questions regarding the benefits available under this plan, they may contact the following:

Public Employees Retirement System
277 East Town Street
Columbus, OH 43215
(614) 466-2085

SECTION 2.8: P.E.R.S. PICK-UP

- A. The total amount of the employees' statutorily-required pension contribution shall be withheld from the gross pay of each full-time employee and shall be assumed and paid by CW. This payment is paid in lieu of contributions by each employee within CW. No employee subject to this contribution shall have the option of choosing to receive the statutorily required contribution directly instead of having it "picked-up" by CW or of being excluded from the "pick-up".
- B. The "pick-up" provided herein applies to all full-time employees who are contributing members. For the purposes of this section, a full-time employee is a person who performs work for CW in accordance with an established working time, but not less than twenty (20) hours per seven (7) consecutive calendar days for fifty-two (52) consecutive seven (7) day periods annually.
- C. The Finance Director or designee will implement all procedures necessary in the administration of the pay of all full-time employees to effectuate the withholding of the statutorily-required contributions, so as to enable them to obtain the resulting federal and state tax deferments.

SECTION 2.9: WORKERS COMPENSATION

State law provides that every CW employee is eligible for Workers Compensation for injuries arising out of or in the course of his or her employment. Guidelines for administering Workers Compensation are set forth below.

- A. Should an employee be injured during the course of employment with CW, his or her supervisor shall notify the HR Coordinator and shall complete an Incident Report Injury Form and an accident report. Both forms shall be completed, regardless of the apparent seriousness of the injury, and regardless whether medical attention is required. Such report shall be forwarded to the Employer or designee no later than forty-eight (48) hours after the accident.
- B. Should an employee's injury require medical attention, the employee will be provided with the First Report of Injury (FROI) which shall be completed by the employee, employer and the attending physician. This completed report should be forwarded to the HR Coordinator at the earliest possible date. CW reserves the right to provide a physician for all work-related injuries.
- C. In the event of serious injury, the injured employee's supervisor shall notify the Employer or designee immediately so that, if necessary, an investigation may be initiated.
- D. Workers Compensation forms shall be completed by the HR Coordinator for the purpose of initiating compensation claims for injured employees. If possible, the injured employee shall meet with HR Coordinator at a mutually agreeable time, to assist in completing the form. When

necessary, HR Coordinator shall visit the employee in his home or in the hospital to initiate the claim.

- E. The Employer or designee must be advised and continually updated if an employee continues to be absent due to a work-related injury. Employees are responsible for keeping the Employer or designee updated as to their medical status and their expected date of return.
- F. Any documents received from the injured employee, his or her physician, hospital, or the State, regarding Workers Compensation claims must be immediately forwarded to the Human Resources Coordinator.
- G. Employees who are injured in the line of duty and must leave work before completing their work period shall be paid at their regular rate of pay for the balance of time left in their scheduled workday.
- H. An injured employee may elect to use accrued sick leave and vacation leave prior to receiving payments from Workers Compensation. Employees are prohibited, however, from receiving payment for injury leave, vacation leave, or sick leave while simultaneously receiving payment from Workers Compensation.

SECTION 3.0: EXPENSE REIMBURSEMENT

Employees of CW are to receive reimbursement for expenses incurred if required to travel on official CW business. Employees are eligible for expense reimbursement only when travel has been authorized in writing by the Employer. Expenses shall be reimbursed in the following manner:

A. Mileage, Parking and Tolls

- 1. Employees shall attempt to secure a CW vehicle to attend authorized training or to conduct CW business. If a CW vehicle is not available, employees shall be reimbursed for actual miles, while on official CW business, at the standard rate of allowance permitted by the Internal Revenue Service when using a personal vehicle. Such payment is considered to be total reimbursement for all vehicle-related expenses (e.g., gas, oil, depreciation, etc.). Mileage reimbursement is payable to only the individual whose personal vehicle is used when two or more employees travel on the same trip, in the same vehicle.
- 2. Charges incurred for parking at the destination, and any highway tolls are reimbursable at the actual amount. Receipts for parking costs and highway tolls are required.
- 3. No expense reimbursements are paid for travel between home and office, unless travel between home and the official destination is less than between the office and official destination. In that case, expense reimbursements are paid between the home and the official destination.

B. Overnight Travel

When able, employees shall attempt to put travel expenses (lodging, transportation, meals, etc.) on a City credit card. In instances where this is not possible, the following policy shall apply:

- 1. Meals

- a. An employee shall be entitled to receive reimbursement for meals when travelling overnight on CW business. The amount will be paid for meals that are not already included in the registration and/or lodging accommodations regardless if the employee chooses to attend the meal.
- b. Employees can be reimbursed for actual expenses incurred or using per diem amounts in accordance with the Federal Continental United States (CONUS) which identify per diem rates by geographic location. If the employee's destination is not specifically listed, the standard CONUS rate applies. Employees who chose to request reimbursement for actual expenses incurred must submit itemized receipts to receive reimbursement. Under no circumstances will reimbursement be given for alcohol purchases. No receipts are required when receiving reimbursement under the per diem method.

2. Lodging

- a. Expenses covering the actual cost of overnight lodging will be reimbursed in full when an employee travels out of CW on official CW business and such travel requires an overnight stay (75 miles or greater from CW offices). Employees shall ensure a government rate is secured when available and state sales tax is not included.
- b. Lodging expenses will be reimbursed only with the prior written authorization of the Employer or designee. In obtaining prior authorization, employees shall provide the name of the hotel and expected cost.

3. Transportation

- a. Employees traveling within a drivable distance on official CW business shall follow Section 3.0(A) for reimbursement requests.
- b. When travel by air or other carrier is necessary, employees shall secure the best available rate. Employees shall not use personal reward programs, frequent flyer memberships, etc. to earn rewards when traveling on official CW business.
- c. In instances where a rental car is necessary, reimbursement will be granted for a car type that is reasonable for the location, number of travelers, etc. Reimbursement will not be granted for luxury vehicles or rentals deemed unnecessary at the discretion of the Employer.

4. Incidental Expenses

- a. Employees will be reimbursed for reasonable incidental expenses defined as fees and tips given to porters, baggage carriers, hotel staff and staff on ships.

C. Daily Travel

For travel that does not require an overnight stay, reasonable expenses incurred for meals while on official CW business will be reimbursed at actual cost with the approval of the Employer.

D. The Employer may provide, in advance, at its discretion, for the cost of training, meals and travel expenses.

E. The Employer shall establish regulations and monthly reimbursement rates for certain exempt employees who are regularly required to use private automobiles on CW business.

SECTION 3.1: HEALTH CARE PLAN

Each eligible employee is granted the opportunity to join the CW health care plan, as provided as a fringe benefit by CW from time to time upon such terms and conditions as set forth by the appointing authority. Healthcare plan may include health, prescription, dental, vision, and life insurance coverage as well as an employee wellness program. Details of CW current health care plan are available from the Public Service Director or the Human Resources Coordinator.

SECTION 3.2: HOLIDAYS AND PERSONAL LEAVE

A. All full-time employees are entitled to the following holidays:

New Year's Day.....First day of January
Martin Luther King, Jr. BirthdayThird Monday of January
President's DayThird Monday of February
Good FridayFriday before Easter
Memorial DayLast Monday in May
Independence Day.....Fourth day of July
Labor DayFirst Monday in September
Veterans Day.....11th day of November
Thanksgiving DayFourth Thursday in November
Day after Thanksgiving DayFriday after Thanksgiving Day
Christmas Day.....25th day of December
Any other day proclaimed as a holiday by the Mayor, Governor of Ohio, or the President of the United States.

B. If the holiday falls on Sunday, it will be observed on the following Monday; if it falls on a Saturday, it will be observed on the preceding Friday.

C. In observance of each authorized holiday, full-time employees will normally be granted the day off from work with pay. Employees assigned to a twenty-four (24) hour or seven (7) day per week operation will be expected to work holidays when so scheduled. Part-time employees will be granted a half day off from work with pay if the holiday falls on their regularly scheduled work day.

D. If a holiday occurs while an employee is on vacation, such vacation day will not be charged against his or her vacation leave.

E. Personal Leave - In addition, each full-time employee is entitled to two (2) personal days off with pay per year. Personal days are scheduled in accordance with workload requirements of the

individual department or office and departmental seniority. The use of personal days is subject to the prior approval of the Department Head, or designee. Personal day requests must be made in writing and submitted at least one (1) day in advance of the proposed starting date for requests of 16 hours or less. Employees hired on or after July 1 shall be entitled to one (1) personal day during their first year of service with CW. Personal days may not be carried forward and are forfeited if not used in the year in which they were earned. Personal leave shall be taken in one-half (1/2) hour increments.

SECTION 3.3: VACATION

- A. Full-time, twelve (12) month employees of CW are eligible for paid vacation leave according to the following eligibility guidelines:

<u>Years of Service</u>	<u>Vacation Days (max per year)</u>	<u>Accumulation per pay period</u>
1-6 years	12 days	3.69 hours
7-14 years	18 days	5.54 hours
15-24 years	22 days	6.77 hours
25+ years	27 days	8.31 hours

- B. Upon written request and for good cause shown, employees may be permitted to use accrued, but unused vacation after six (6) months service. Such requests will be considered on a case-by-case basis and subject to the discretion of CW.
- C. Vacations are scheduled in accordance with workload requirements of the individual department or office and departmental seniority. For this reason, it is essential that vacation requests be made in writing and submitted (a) at least one (1) week in advance of the proposed starting date for vacation requests of more than 16 hours, or (b) at least one (1) day in advance of the proposed starting date for vacation requests of 16 hours or less.
- D. Vacation leave is earned while in paid status to the maximum amounts outlined above, but additional vacation leave is not accrued through the accumulation of paid overtime. Vacation leave is not earned while an employee is in a no-pay status (leave of absence, disciplinary suspension, etc.)
- E. At the end of the last pay period of the year, an employee can carry over a maximum total of one and one-half (1½) times the number of regular vacation days to which he is entitled, as outlined above.
- F. At the end of the last pay period of the year, an employee can convert up to forty (40) hours of vacation to be paid on or around March 1. In order to be eligible to convert up to one week of vacation leave to compensation, the employee must have taken at least one (1) week of vacation to be used. Additionally, the employee must have reduced their vacation carry-over to the maximum amount of vacation time that can be accrued. Once vacation hours are converted to pay, the accrual bank is reduced by the number of hours converted.
- G. CW shall not accept any transfer of vacation time accumulated by another agency or political subdivision.
- H. Vacation time shall be taken in minimum units of one-half (1/2) hour.

- I. Prior service vacation credit will be granted consistent with Ohio law. Employee shall obtain service time on the former employer's letterhead specifying the dates of employment and whether the employee was full-time or part-time.
- J. Vacation days are based on forty (40) hour workweek accumulation to the maximum amounts outlined above.
- K. Newly accrued vacation time is not available for use until it becomes available on the employee's earning statement and on the date the funds are available.
- L. Vacation leave accrual will be pro-rated upon resignation.

SECTION 3.4: SICK LEAVE

- A. Sick leave is a full-time employee benefit that is to be used solely for the purposes outlined below. An employee may request sick leave for absences resulting from illness as described below, provided they follow "F" which is outlined below. Sick leave may be requested for the following reasons:
 - 1. Illness or injury of the employee or a member of his or her immediate family.
 - 2. Exposure of employee or member of his or her immediate family to a contagious disease which would have a potential of jeopardizing the health of the employee or the health of others.
 - 3. Bereavement Leave as defined below.
 - 4. Medical, dental, or optical examinations or treatment of employee or a member of his or her immediate family.
 - 5. Pregnancy, childbirth and/or related medical conditions of the employee or the employee's immediate family.

For the purposes of this sick leave policy, the "immediate family" is defined as only: mother, father, brother, sister, child, step-child, spouse, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, legal guardian or other person who stands in the place of a parent.

- B. The Employer, or designee, maintains the right to investigate any employee's absence. Employees may be required to furnish satisfactory, signed written statement from a physician verifying the proper use of sick leave. The employee will submit to a medical examination, nursing visit or other inquiry which the Employer or designee requires.
- C. For each completed eighty (80) hours in active pay status, an employee earns 4.6 hours of sick leave. Active pay status may be defined as hours worked, hours on vacation, hours on holiday leave, and hours of paid sick leave but additional sick leave is not accrued through the accumulation of paid overtime. Sick leave shall not be advanced. However, employees that have exhausted all their accrued sick leave may request to use other forms of paid leave or an unpaid leave of absence at the sole discretion of CW.
- D. There is no limit on the amount of sick leave accrued. However, employees transferring to CW from other jurisdictions shall not be permitted to transfer sick leave.
- E. Sick leave shall be taken in minimum units of one-half (1/2) hour increments.

- F. Employees absent on sick leave shall be paid at the same basic hourly, daily or biweekly rate as when they are working.
- G. An employee requesting sick leave shall personally notify his or her supervisor at least ½ hour prior to the start of their scheduled shift. Notification by voice mail, email or text or a third party is not acceptable except in cases of emergency or at the discretion of the supervisor. The employee must indicate a qualifying reason for his or her absence. Failure to do so may result in denial of sick leave for the period of the absence. In cases where the employee's supervisor is not available, the employee shall notify their supervisor's immediate supervisor of the absence.
- H. Other leave may be used for sick leave purposes, at the employee's request and the approval of the Employer, after sick leave is exhausted. Other leave will be utilized in the following sequence: Compensatory time, personal leave and vacation leave, Employees who have exhausted all sick, compensatory, personal, and vacation leave may, at the discretion of the Employer, be granted a personal leave of absence without pay for a period not to exceed six (6) months.
- I. An employee fraudulently obtaining sick leave, or found falsifying sick leave records, altering a physician's certificate or falsification of a written, signed statement shall be subject to disciplinary action, up to and including termination.
- J. Regarding an employee's evaluation, CW will accept up to five (5) incidences of sick leave in a calendar year. An incident is defined as the uninterrupted number of scheduled work days or hours absent as a result of an illness.

Example: An employee has the flu and is off sick for two successive workdays. The employee has incurred one incident of sick leave, amounting to sixteen (16) hours of sick time used.

Example: An employee has an operation, and must be in the hospital for one week. The employee has incurred one incident of sick leave amounting to forty (40) hours of sick time used.

Example: An employee is sick for one day. A week later, the employee is sick again. The employee has incurred two (2) incidences of sick leave amounting to sixteen (16) hours of sick time used.

Example: An employee is in the hospital for two days. Because of the illness, the doctor has recommended physical therapy twice a week for the next three weeks. Each physical therapy visit is related to the initial hospital stay and the entire period will count as one incident.

- K. A return to work slip from a physician will be required to return to work after each sick leave incident that lasts for more than two (2) working days. For extended illnesses, a doctor's excuse is required every two (2) weeks, unless a specific release date is provided by the physician at the onset of the illness or injury.
- L. Regarding disciplinary action, employees that incur more than five (5) incidences of sick leave in a rolling twelve (12) month period may continue to use accrued sick time; however, more than five incidences of sick leave annually will be deemed unacceptable by CW. Employees will be disciplined in accordance with this Manual for unacceptable use of sick leave and will receive zero (0) points for attendance on their Performance Evaluation.
- M. Employees will be permitted four (4) non-concurrent up to two (2) hour allotments of sick time per

year to be used for pre-approved medical, dental or optical examinations. The use of these four (4) occurrences shall not be counted as a sick leave incident.

- N. Sick Leave Conversion – At the end of the pay period that includes December 31, an employee may convert to cash any part of their sick leave accrued not to exceed eighty (80) hours provided they maintain a minimum of six hundred (600) hours of sick leave after conversion. Payout will be 2 for 1 (e.g. ½ of their hourly rate) and will be paid on or around March 1.
- O. Newly accrued sick time is not available for use until it appears on the employee's earnings statement and on the date the funds are available.
- P. Sick leave accrual will be pro-rated upon resignation.
- Q. Sick Leave Transfer - An employee, who transfers from any political subdivision to CW and who is eligible to earn sick leave with CW shall be credited with the unused balance of the previously accumulated sick leave bank up to a maximum of 600 hours. The employee must be hired by CW within ten years of resignation/separation from the prior employer to be eligible under this section. New employees whose sick leave is transferred must first use sick leave earned while employed with CW prior to using his/her transferred balance. Transferred sick leave cannot be applied to Section N – Sick Leave Conversion. Any transferred sick leave shall not be eligible for conversion to a cash payment at resignation or retirement.

SECTION 3.5: SICK LEAVE DONATION

CW shall maintain an equitable sick leave donation policy which allows employees to voluntarily provide assistance to any full-time employee of CW who needs leave due to injury or illness to the employee or the employee's immediate family. For purposes of this sick leave donation policy, employees may only receive a sick leave donation if all other forms of their paid leave have been exhausted. Employees cannot use transferred sick leave under this policy. For purposes of this sick leave donation policy, immediate family shall include the employee's spouse or children.

Employees' may donate/receive sick leave up to the amount hours regularly worked by the employee during pay period. For example, if the employee is regularly scheduled to work eighty (80) hours, the employee may receive up to 80 hours in a pay period. Employees receiving a sick leave donation shall be deemed to be in active pay status eligible to accrue any other benefits to which they would otherwise be entitled.

An employee requesting to donate leave to an employee may do so by submitting a Sick Leave Donation Form to the Human Resources Coordinator. In order to donate sick leave, the employee must satisfy the following which is captured on the Sick Leave Donation form:

1. Indicate to whom the leave is donated.
2. Submit a written request/statement that the donation is voluntary;
3. Understand that the leave will not be returned once donated;
4. No less than four (4) and no more than forty (40) hours may be donated to any employee.
5. The employee must have a remaining sick leave balance of four hundred eighty (480) hours after a donation.

The Human Resources Coordinator will determine whether the donation is voluntary and if the necessary terms of the donation are satisfied. If the leave donation is approved, the employees will be notified in writing of the leave donation, as well as, the terms of the donation.

If multiple employees offer to donate leave, the leave will be distributed in an equitable manner. For example, if an employee needs ten (10) days and five (5) employees volunteer, then each employee would have two days deducted from their sick leave.

SECTION 3.6: BEREAVEMENT LEAVE

Any eligible employee may be granted use of accumulated sick leave, upon approval of the Employer or designee, for a maximum of three (3) consecutive working days in the event of a death of an immediate family member. For the purposes of this policy, the “immediate family” is defined as only: mother, father, brother, sister, child, step-child, spouse, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, legal guardian or other person who stands in the place of a parent.

The use of sick time for bereavement leave shall not be counted as a sick leave incident.

SECTION 3.7: MILITARY LEAVE

CW will comply with all applicable State and Federal law concerning military leave.

SECTION 3.8: JURY DUTY (CIVIC DUTY LEAVE)

- A. If a full-time employee of CW is called for jury duty, he will be paid his regular salary or wage in full for the period of time that the employee serves in jury duty.
- B. All monies received as compensation for jury duty shall be turned over to the CW Clerk, unless jury duty was served outside of regular working hours.
- C. The employee will be expected to report for work following jury duty, if a reasonable amount of time remains during his scheduled workday. For example, if more than half the employee’s shift remains, the employee is to return to work. If otherwise required, an employee must serve on-call duties during hours that attendance at the courthouse is not required, unless the employee is sequestered.
- D. Employees shall also be entitled to leave without loss of pay to appear in court in matters related to their employment. However, employees shall not be entitled to paid court leave when appearing in court for criminal or civil cases, when the case is being heard in connection with the employee’s personal matters, or other non-work related matters. If employees are required to appear in court for a personal or non-work matter, employees may request a leave without pay, the use of vacation leave or other form of paid leave. Paid leave may be used upon the prior request to and approval of the Department Head.
- E. Time served by an employee for court leave or jury duty shall not be considered hours worked for purposes of calculating overtime, unless such court service is directly related or is an integral part of the employee’s work duties.

SECTION 3.9: LEAVE WITHOUT PAY

- A. At the sole discretion of CW, the Employer may grant a leave of absence to any employee for a maximum duration of six months upon the written request of the employee. Leave without pay may be granted for personal reasons, educational opportunities of the employee or due to an illness, injury or temporary disability. Such a leave may not be renewed or extended beyond six months.

A failure of the employee to return at the conclusion of a leave of absence without pay will result in the employee being deemed to have voluntarily resigned their position.

- B. The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer will decide in each individual case if a leave of absence is to be granted.
- C. Except for emergencies, employees will advise the Employer sixty days prior to commencement of the desired leave so that the various functions may proceed properly.
- D. Upon completion of a leave of absence, the employee shall be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists, unless the employee would otherwise have been separated from service.
- E. An employee may return to work before the scheduled expiration of leave if requested by the employee and agreed to by the Employer.

SECTION 3.10: SEPARATION PAY

- A. Upon separation from employment for any reason, an eligible employee shall be paid any credited unused vacation as of the date of such separation. Compensatory time will be paid out to nonexempt employees only. Personal leave will not be paid out at separation.
- B. Upon separation from employment due to retirement of the employee and/or death of the employee, an eligible employee or beneficiary shall be paid for one-fourth ($\frac{1}{4}$) of their accumulated sick leave to a maximum of sixty (60) days or 480 hours. However, to be eligible for sick leave pay-off, the employee must have ten (10) years of public service, be eligible to retire and actually retire. In the event the employee converts any unused sick leave at retirement, such conversion will empty the employee's sick leave bank.
- C. Such payments will be made within thirty (30) days of the separation.

SECTION 3.11: FAMILY MEDICAL LEAVE

The Family Medical Leave Act (FMLA) allows eligible employees to take up to 12 weeks of leave time in a rolling 12 month period for family and/or medical leave of absence or for childbirth, adoption and foster care. An employee who has been employed by CW for at least twelve months and has been in "active pay status" at least 1250 hours during the past 12 months is eligible for FMLA leave. CW will comply with all applicable State and Federal laws concerning FMLA. For employees not eligible for FMLA, CW will review business considerations and the individual circumstances involved. CW requires reasonable documentation. For further information, please contact Human Resources.

SECTION 3.12: BREASTFEEDING MOTHERS

All employees that have recently given birth shall be allowed reasonable break time in order to express milk for her feeding child each time the employee has a need to express milk, up to one year after the child's birth. The employee will be provided an appropriate space, other than a bathroom, that is shielded from view and free from intrusion from co-workers and members of the public, for the purpose of expressing milk. Breaks for the purpose of expressing milk in accordance with this policy shall be unpaid.

SECTION 4.0: INCLEMENT WEATHER (NON-PUBLIC SERVICE DEPARTMENTS)

- A. Weather conditions normally should not prevent employees from reporting for work. When weather conditions are extremely severe, and when all other options have been exhausted, the Employer or designee shall be contacted.
- B. CW recognizes that on certain days it may be difficult for a scheduled employee to come into work, due to excessive snow, ice or other inclement weather. Caution and care should be exercised upon attempting to report to work under such conditions.
- C. Scheduled employees who are able to come into work on such inclement days shall be paid their regular wage for actual time worked. Those employees who are not able to come into work due to inclement weather shall have the option of receiving an excused day off without pay or using time from vacation hours.
- D. Exceptions to A, B and C will occur when a state of emergency is properly declared. The only authorities allowed to make such a declaration are the President of the United States, the Governor of the State of Ohio, the Franklin or Fairfield County Sheriff or Mayor. Employees will receive full pay in the event that a state of emergency is properly declared.
- E. In extreme weather conditions the Employer may institute a closing or change in arrival and closing times without approval or institution of (D) of this section.

SECTION 4.1: INCLEMENT WEATHER (PUBLIC SERVICE DEPARTMENTS)

Public Service department personnel are required to come into work regardless of the weather conditions. When weather conditions are extremely severe, and when all other options have been exhausted, the Employer or designee shall be contacted. Arrangements may be made to pick up the employee at home. Employees shall exercise caution and care upon attempting to report to work in severe weather conditions.

SECTION 4.2: CONTINUING EDUCATION AND TUITION REIMBURSEMENT

A. Continuing Education

A full-time employee of CW may be permitted to attend a continuing education event when directly related to the employee's field of work. For purposes of this section, continuing education is defined as a single or multi-day professional seminar, conference, workshop, meeting or class. All requests to attend such an event must have prior approval from the appropriate supervisor and/or Department Head. The employee may be permitted to attend the event with full pay and without the use of paid time off. In certain instances, an employee may be required to use paid time off. Such instances shall be discussed prior to the event.

B. Tuition Reimbursement

Contingent on budget allocations, City employees may be eligible to receive financial assistance to attend educational courses at fully-accredited educational institutions in order to foster personal development in job-related areas as well as career development. The city will require the employee to sign an agreement which will outline the specific criteria prior to receiving reimbursement.

SECTION 4.3: HOURS OF WORK

The typical workweek for CW employees is forty (40) hours per week. Due to the nature of their operations, many departments have different schedules, shifts or special arrangements. Work schedules for these operations are determined by the respective department heads and approved by the Employer; provided, however, that an employee shall work no more than a maximum of sixteen continuous hours. In the event an employee works sixteen hours, an eight-hour break shall be required before such employee may return to work.

SECTION 4.4: ATTENDANCE

The Employer or designee shall establish daily work schedules and maintain daily employee attendance records. Attendance is an essential function of all positions. Good attendance is expected and tardiness is not tolerated. Employees are required to be at work during regularly scheduled hours unless otherwise excused. Absences without proper authorization and approval will result in disciplinary action, up to and including termination.

SECTION 4.5: STARTING/QUITTING

- A. Employees will report to work no earlier than fifteen (15) minutes prior to their scheduled starting time, and conclude their workday no later than fifteen (15) minutes after their scheduled quitting time unless authorized by the Employer or designee.
- B. Employees are required to record their hours worked in the manner provide by the Employer. At the conclusion of the pay period, employees are required to verify the accuracy of the hours worked.
- C. Employees are expected to promptly report to work at their scheduled starting time and perform the functions of their position. Employees who fail to comply with this work requirement will be subject to disciplinary action.

SECTION 4.6: TARDINESS

Tardiness on a regular basis is inexcusable and will subject an employee to disciplinary action. Tardiness is defined as any situation where an employee reports to work after his scheduled starting time. Whenever an employee is tardy, that employee may be subject to a reduction in pay corresponding to the amount of time he was late, unless the employee's tardiness is excused by the employee's supervisor.

SECTION 4.7: LUNCH PERIOD/BREAKS

- A. Breaks may be provided by the Department Head so long as the breaks do not interfere with the employee's work. Employees may be provided one-half (½) hour unpaid time off for lunch, generally to be taken in the middle of the workday unless unusual or emergency conditions exist.
- B. Breaks shall be considered a privilege and not a right and shall not interfere with the proper performance of the employee's work responsibilities.

SECTION 4.8: SAFETY AND HEALTH

Work safety and health is a primary concern. The safe and healthful performance of all work assignments is the responsibility of both supervisory and non-supervisory personnel. It is the responsibility of each employee to ensure that all equipment is used safely and all safety procedure/practices are observed.

- A. Any employee found to be negligent in equipment operation, resulting either in damage to the equipment or an accident, shall be disciplined according to these policies.
- B. Any employee found to be willfully or deliberately negligent in equipment operation, resulting in either damage to the equipment or an accident, shall be subject to discipline, up to and including termination.
- C. All employees, particularly supervisors, are charged with the responsibility of reporting the existence of any hazardous condition or practice in the workplace. In the event an employee believes they are subject to an unsafe working condition, the employee shall immediately notify the supervisor who shall investigate and make a determination.
- D. Employees are required to wear the prescribed safety equipment. A failure to wear safety equipment as required will result in discipline, up to and including termination.
- E. Supervisors found to be negligent in requiring and/or controlling the use of prescribed safety equipment are subject to disciplinary action, including termination.

SECTION 4.9: TOOLS, SUPPLIES, EQUIPMENT, VEHICLES, PHONES AND OFF-DUTY COMMUNICATION

- A. Tools, supplies, vehicles and equipment needed to perform job duties are provided by the Employer or designee. It is the responsibility of employees to see that they are properly used, maintained, and returned to the proper department in good working order.
- B. Misuse, neglect, theft and abuse of tools, supplies, vehicles, equipment or telephones is prohibited. Excessive use of telephones and/or long distance telephone calls for purposes other than business without prior supervisory approval shall result in disciplinary action.
- C. The personal use of any tools, supplies, vehicles or equipment is strictly forbidden and such use may subject the employee to discipline up to and including termination, any provision of this Manual regarding progressive discipline to the contrary notwithstanding.
- D. Non-employee passengers shall not be permitted in CW vehicles without the approval of the Employer or designee.
- E. Employees who are granted cell phones and have cell phone privileges are required to adhere to the provisions set forth below:

Cell phones are not only capable of making and receiving phone calls, they may also be capable of email, text messaging, internet browsing, running third party applications, GPS, and entertainment (e.g. games, music, videos). Features other than phone use must not be used or activated without direct authorization from your department head.

Employees should have no reasonable expectation of privacy in the use of City-issued cell phones.

Personal cell-phones may be permitted upon the prior approval of your direct-supervisor. Any permitted usage of personal cell-phones, however, must be kept to a minimum and in no way shall their usage negatively impact the performance of your job duties.

Employees involved in motor vehicle accidents attributed to cell phone usage while operating said

vehicle will be subject to appropriate disciplinary action, up to and including termination.

- F. Employee Off-Duty Electronic Communication - The City supports the free exchange of information and camaraderie among employees on the internet off-duty. However, when internet blogging, chat room discussions, email, text messages or other forms of electronic communication extend to employees revealing confidential information about the City, or engaging in posting inappropriate material about the City or its employees, the employee who posts such information or assists in posting such material may be subject to disciplinary action, up to and including termination. Confidential information includes any information that would otherwise not be available pursuant to a public records request. Inappropriate material includes but is not limited to false or defamatory material, evidence of an employee's violation of the law, or evidence of the misuse of the City authority, insignia or equipment. Employees may also be subject to discipline, up to and including termination, for engaging in conduct which reflects negatively on the City or impacts the employees' ability to perform their job duties. Employees communicating on personal sites shall not claim or imply that they are communicating on behalf of the City. Employees with questions about this policy should contact their supervisor for guidance.
- G. Employees who improperly use CW computers, internet and other equipment will be subject to discipline including termination.

SECTION 5.0: TECHNOLOGY USAGE AND SOCIAL MEDIA POLICY

The use of the City of Canal Winchester automation systems, including computers, fax machines, and all forms of Internet/intranet access, is for City of Canal Winchester business and for authorized purposes only. Brief and occasional personal use of the electronic mail system or the Internet is acceptable as long as it is not excessive or inappropriate, occurs during personal time (lunch or other breaks), and does not result in expense or harm to the City of Canal Winchester or otherwise violate this policy.

Use is defined as "excessive" if it interferes with normal job functions, responsiveness, or the ability to perform daily job activities. Electronic communication should not be used to solicit or sell products or services that are unrelated to the City of Canal Winchester's business; distract, intimidate, or harass coworkers or third parties; or disrupt the workplace.

Use of City of Canal Winchester computers, networks, and Internet access is a privilege granted by management and may be revoked at any time for inappropriate conduct carried out on such systems, including, but not limited to:

- Sending chain letters or participating in any way in the creation or transmission of unsolicited commercial e-mail ("spam") that is unrelated to legitimate City of Canal Winchester purposes;
- Engaging in private or personal business activities, including excessive use of instant messaging and chat rooms (see below);
- Accessing networks, servers, drives, folders, or files to which the employee has not been granted access or authorization from someone with the right to make such a grant;
- Making unauthorized copies of City of Canal Winchester files or other City of Canal Winchester data;
- Destroying, deleting, erasing, or concealing City of Canal Winchester files or other City of Canal Winchester data, or otherwise making such files or data unavailable or inaccessible to the City of Canal Winchester or to other authorized users of City of Canal Winchester systems;
- Misrepresenting oneself or the City of Canal Winchester;

- Violating the laws and regulations of the United States or any other nation or any state, city, province, or other local jurisdiction in any way;
- Engaging in unlawful or malicious activities;
- Deliberately propagating any virus, worm, Trojan horse, trap-door program code, or other code or file designed to disrupt, disable, impair, or otherwise harm either the City of Canal Winchester's networks or systems or those of any other individual or entity;
- Using abusive, profane, threatening, racist, sexist, or otherwise objectionable language in either public or private messages;
- Sending, receiving, or accessing pornographic materials;
- Becoming involved in partisan politics;
- Causing congestion, disruption, disablement, alteration, or impairment of City of Canal Winchester networks or systems;
- Maintaining, organizing, or participating in non-work-related Web logs ("blogs"), Web journals, "chat rooms", or private/personal/instant messaging;
- Failing to log off any secure, controlled-access computer or other form of electronic data system to which you are assigned, if you leave such computer or system unattended;
- Using recreational games; and/or
- Defeating or attempting to defeat security restrictions on City of Canal Winchester systems and applications.

Using City of Canal Winchester automation systems to access, create, view, transmit, or receive racist, sexist, threatening, or otherwise objectionable or illegal material, defined as any visual, textual, or auditory entity, file, or data, is strictly prohibited. Such material violates the City of Canal Winchester anti-harassment policies and subjects the responsible employee to disciplinary action. The City of Canal Winchester's electronic mail system, Internet access, and computer systems must not be used to harm others or to violate the laws and regulations of the United States or any other nation or any state, city, province, or other local jurisdiction in any way. Use of City of Canal Winchester resources for illegal activity can lead to disciplinary action, up to and including dismissal and criminal prosecution. The City of Canal Winchester will comply with reasonable requests from law enforcement and regulatory agencies for logs, diaries, archives, or files on individual Internet activities, e-mail use, and/or computer use.

Unless specifically granted in this policy, any non-business use of the City of Canal Winchester's automation systems is expressly forbidden.

If you violate these policies, you could be subject to disciplinary action, up to and including dismissal.

Ownership and Access of Electronic Mail, Internet Access, and Computer Files; No Expectation of Privacy

The City of Canal Winchester owns the rights to all data and files in any computer, network, or other information system used in the City of Canal Winchester and to all data and files sent or received using any City of Canal Winchester system or using the City of Canal Winchester's access to any computer network, to the extent that such rights are not superseded by applicable laws relating to intellectual property. The City of Canal Winchester also reserves the right to monitor electronic mail messages (including personal/private/instant messaging systems) and their content, as well as any and all use by employees of the Internet and of computer equipment used to create, view, or access e-mail and Internet content. Employees must be aware that the electronic mail messages sent and received using City of Canal Winchester equipment or City of Canal Winchester-provided Internet access, including web-based messaging systems used with such systems or access, are not private and are subject to viewing, downloading, inspection, release, and archiving by City of Canal Winchester officials at all times. The City of Canal Winchester has the right to inspect any and all files stored in private areas of the network or

on individual computers or storage media in order to assure compliance with City of Canal Winchester policies and state and federal laws. No employee may access another employee's computer, computer files, or electronic mail messages without prior authorization from either the employee or an appropriate City of Canal Winchester official.

The City of Canal Winchester uses software in its electronic information systems that allows monitoring by authorized personnel and that creates and stores copies of any messages, files, or other information that is entered into, received by, sent, or viewed on such systems. There is no expectation of privacy in any information or activity conducted, sent, performed, or viewed on or with City of Canal Winchester equipment or Internet access. Accordingly, employees should assume that whatever they do, type, enter, send, receive, and view on City of Canal Winchester electronic information systems is electronically stored and subject to inspection, monitoring, evaluation, and City of Canal Winchester use at any time. Further, employees who use City of Canal Winchester systems and Internet access to send or receive files or other data that would otherwise be subject to any kind of confidentiality or disclosure privilege thereby waive whatever right they may have to assert such confidentiality or privilege from disclosure. Employees who wish to maintain their right to confidentiality or a disclosure privilege must send or receive such information using some means other than City of Canal Winchester systems or the City of Canal Winchester-provided Internet access.

The City of Canal Winchester has licensed the use of certain commercial software application programs for business purposes. Third parties retain the ownership and distribution rights to such software. No employee may create, use, or distribute copies of such software that are not in compliance with the license agreements for the software. Violation of this policy can lead to disciplinary action, up to and including dismissal.

Confidentiality of Electronic Mail

As noted above, electronic mail is subject at all times to monitoring, and the release of specific information is subject to applicable state and federal laws and City of Canal Winchester rules, policies, and procedures on confidentiality. Existing rules, policies, and procedures governing the sharing of confidential information also apply to the sharing of information via commercial software. Since there is the possibility that any message could be shared with or without your permission or knowledge, the best rule to follow in the use of electronic mail for non-work-related information is to decide if you would post the information on the office bulletin board with your signature.

It is a violation of City of Canal Winchester policy for any employee, including system administrators and supervisors, to access electronic mail and computer systems files to satisfy curiosity about the affairs of others, unless such access is directly related to that employee's job duties. Employees found to have engaged in such activities will be subject to disciplinary action.

Electronic Mail Tampering

Electronic mail messages received should not be altered without the sender's permission; nor should electronic mail be altered and forwarded to another user and/or unauthorized attachments be placed on another's electronic mail message.

Policy Statement for Internet/Intranet Browser(s)

The Internet is to be used to further the City of Canal Winchester's mission, to provide effective service of the highest quality to the City of Canal Winchester's customers and staff, and to support other direct job-related purposes. Supervisors should work with employees to determine the appropriateness of using

the Internet for professional activities and career development. The various modes of Internet/Intranet access are City of Canal Winchester resources and are provided as business tools to employees who may use them for research, professional development, and work-related communications. Limited personal use of Internet resources is a special exception to the general prohibition against the personal use of computer equipment and software.

Employees are individually liable for any and all damages incurred as a result of violating City of Canal Winchester security policy, copyright, and licensing agreements.

All City of Canal Winchester policies and procedures apply to employees' conduct on the Internet, especially, but not exclusively, relating to: intellectual property, confidentiality, City of Canal Winchester information dissemination, standards of conduct, misuse of City of Canal Winchester resources, anti-harassment, and information and data security.

Personal Electronic Equipment

The City of Canal Winchester prohibits the use or possession in the workplace of any type of camera phone, cell phone camera, digital camera, video camera, or other form of image- or voice-recording device without the express permission of the City of Canal Winchester and of each person whose image and/or voice is/are recorded. Employees with such devices should leave them at home unless expressly permitted by the City of Canal Winchester to do otherwise. This provision does not apply to designated City of Canal Winchester personnel who must use such devices in connection with their positions of employment.

Employees should not bring personal computers or data storage devices (such as floppy disks, CDs/DVDs, external hard drives, flash drives, "smart" phones, iPods/iPads/iTouch or similar devices, mobile computing devices, or other data storage media) to the workplace or connect them to City of Canal Winchester electronic systems unless expressly permitted to do so by the City of Canal Winchester. Any employee bringing a personal computing device, data storage device, or image-recording device onto City of Canal Winchester premises thereby gives permission to the City of Canal Winchester to inspect the personal computer, data storage device, or image-recording device at any time with personnel of the City of Canal Winchester's choosing and to analyze any files, other data, or data storage devices or media that may be within or connectable to the personal computer or image-recording device in question. Employees who do not wish such inspections to be done on their personal computers, data storage devices, or imaging devices should not bring such items to work at all.

Violation of this policy, or failure to permit an inspection of any device covered by this policy, shall result in disciplinary action, up to and possibly including immediate termination of employment, depending upon the severity and repeat nature of the offense. In addition, the employee may face both civil and criminal liability from the City of Canal Winchester, from law enforcement officials, or from individuals whose rights are harmed by the violation.

As the use of social media such as Facebook becomes more popular, it is important that employees understand their responsibilities and limitations on the use of social media both during and off work. While on duty, employees shall not access or use social networking sites such as MySpace, Facebook, Linked-in, Twitter and blogs or chat rooms unless their position requires the updating of the City social media site. Employees shall not divulge any confidential information on any social media site under any circumstances. Employees accessing these or similar sites are responsible for the information that comes up on these sites. Employees who are accessing pages on these sites displaying information of a discriminatory, sexual or other inappropriate content shall be subject to disciplinary action.

While off duty, employees are reminded to be careful of the information they disclose on the internet, including social media sites. Employees may not disclose any confidential information they become aware of through their employment even while off duty. Employees shall not claim or imply that they are speaking on behalf of their employer. Employees may not engage in conduct that reflects negatively on their employer or impacts their ability to perform their job duties.

If the appointing authority has a Facebook page or other social media site, employees may only post information on the site with permission from the appointing authority.

Employees may be subject to disciplinary action for inappropriate use of the internet, including social media sites while on or off duty.

Social Media – Employee’s Comments

The City hosts social media sites which allow members of the public to post comments and questions. The purpose of this site is for the City to disseminate relevant information to the public, as well as to receive relevant feedback from the public.

As a member of the public, you have the opportunity to post on our Facebook site. Your posts are subject to the same restrictions imposed on other members of the public. The City routinely monitors its social media pages. We reserve the right to delete posts which contain any of the following:

1. Profane or obscene material;
2. Any vulgar or abusive language, personal attacks of any kind, or offensive terms targeting individuals or groups;
3. Spam or posts which include links to other non-city sites;
4. Posts which are clearly off-topic;
5. An encouragement to engage in illegal activity;
6. Infringement on copyright or trademarks;
7. Confidential or non-public information;
8. Solicitation of services or products;
9. Any illegal or inappropriate material;
10. Endorsements of political parties, candidates or groups;
11. Any other information or language which is deemed inappropriate.

In addition, as an employee, you may have confidential information or knowledge as a result of your employment. This information or knowledge may not be proper for disclosure. Employees shall not disseminate confidential information or other information that is not of public concern, which includes but is not limited to information related to personnel decisions. Employees with questions about whether information is of public concern shall contact their supervisor for guidance.

Remember that, as with most forms of social media, comments posted on Facebook and other social media sites are not private. All posts may constitute a public record and may be disclosed pursuant to a public records request.

Employees who violate this policy by posting inappropriate material or assisting others in posting inappropriate material may be subject to discipline, up to and including termination.

SECTION 5.1: USE OF VEHICLES

- A. Use of CW motor vehicles shall be strictly controlled by the Employer or designee and shall be restricted to CW purposes only. Only government employees and persons with whom the operator is actually transacting city business are to be transported.
- B. Employees operating a motor vehicle are required to have the proper, valid motor vehicle operator's license or CDL's or other appropriate license where required by law and job description. New employees shall have the appropriate license at the time they commence employment, however, the Employer may authorize an extension of the time period up to 120 days from employment with CW to obtain an appropriate licensure if warranted by the circumstances.
- C. Employees are required to use their own vehicles to get to and from work. CW vehicles are not to be used for this purpose unless explicitly authorized by the Employer, who shall maintain the authority to refuse such permission.
- D. Any employee who operates a CW vehicle shall exercise caution and responsibility and shall adhere to all safety regulations. All violations and accidents shall be reported in accordance with these policies and the Ohio Revised Code and are subject to disciplinary action.
- E. Any equipment or vehicular accident, even those involving any property, must be reported to the immediate supervisor immediately; the Supervisor shall notify the Employer or designee. An incident report must be completed.
- F. Employees are required to notify their Department Head, or designee, of any incidents or infractions that may render the employee uninsurable pursuant to CW's policy. Similarly, it is the employee's responsibility to notify/inform their Department Head of any restriction or prohibition placed upon their driving privileges if driving is required.
- G. All employees that are required to drive shall remain insurable under CW's insurance policy. A failure to remain insurable will render the employee unqualified for the position.

SECTION 5.2: EMPLOYEE TRAFFIC ACCIDENTS

- A. If any CW employee is involved in a traffic accident driving CW equipment, whether the employee is full-time, part-time, volunteer, on duty or off duty, the accident shall be reported to the proper jurisdiction to perform the proper accident reporting procedure. An "accident" shall be defined as physical contact with another moving or stationary motor vehicle or with a fixed object.
- B. If an employee of any department is involved in a traffic accident, they will notify the dispatcher to contact the proper agency and a supervisor. Each vehicle has instructions in the glove compartment concerning the proper actions to take after an accident. All employees who are operating city vehicles should become familiar with these procedures prior to operating the city vehicles.
- C. Under no circumstances will an employee fail to report any damage to a CW vehicle to the supervisor at the time the accident occurs. Failure to do so will result in disciplinary action.

- D. Employees who are involved in traffic accidents must comply with any requirement regarding submission of the Department of Transportation (DOT) post-accident drug and alcohol testing.

SECTION 5.3: OUTSIDE EMPLOYMENT/VOLUNTEER SERVICE

- A. Prior to engaging in any outside employment or volunteer service, CW employees shall obtain the approval of the Department Head. Under no circumstances shall an employee have other employment or volunteer service which conflicts with the policies, objectives and operations of the several departments of CW. In addition, an employee shall not become indebted to a second Employer whose interests might be in conflict with those of CW. Due to potential conflicts, employees maintaining outside employment or volunteer service are required to review CW's Ethics Policy and Ohio's Ethics Law before undertaking such outside employment.
- B. Employment "conflicts" as set forth in this policy, are when a second job impairs the employee's ability to perform the duties of his position. In the event an employee's outside employment conflicts with their primary employment with CW, the employee will be disciplined, up to and including termination.
- C. Full-time employment with CW shall be considered the employee's primary occupation, taking precedence over all other occupations.
- D. "Outside" employment, volunteer service, or "moonlighting" shall be a concern to the Employer or designee only if it adversely affects the employee's job performance. Two common employment conflicts which may arise are:
 - 1. *Time Conflict* - Defined as when the working hours required of a "secondary job" directly conflict with the scheduled working hours of an employee's job with CW, or when demands of a "secondary job" prohibit adequate rest, thereby adversely affecting the quality standard of the employee's job performance with CW. A conflict also exists if a second job causes the employee to regularly refuse overtime.
 - 2. *Interest Conflict* - Defined as when an employee engages in "outside employment" which tends to compromise his judgment, actions and/or job performance with CW.

SECTION 5.4: NO SOLICITATION/NO DISTRIBUTION

Solicitation, distribution of materials, selling and/or collections of any nature on CW property or during employee working hours by an employee or any other individual shall be prohibited without prior approval of the Employer and/or Department Head. CW limits solicitation and distribution on its premises as those activities can interfere with the CW's operations, reduce employee efficiency, annoy customers, and pose a threat to security.

Individuals not employed by the CW are prohibited from soliciting funds or signatures, conducting membership drives, distributing literature or gifts, offering to sell merchandise or services (except by representatives of suppliers or vendors given prior authority), or engaging in any other solicitation, distribution, or similar activity on the premises or at a worksite.

CW may authorize a limited number of fund drives by employees on behalf of charitable organizations or for employee gifts. Employees are encouraged to volunteer to assist these drives; however, participation is entirely voluntary.

The following restrictions apply when employees engage in permitted solicitation or distribution of literature for any group or organization, including charitable organizations:

1. The distribution of literature, solicitation and the sale of merchandise or services is prohibited in public areas.
2. Soliciting and distributing literature during the working time of either the employee making the solicitation or distribution, or the targeted employee, is prohibited. The term “working time” does not include an employee’s authorized lunch or breaks or other times when the employee is not required to be working.
3. Distributing literature in a way that causes litter on CW property is prohibited.

CW maintains various communications systems to communicate CW-related information to employees and to disseminate or post notices required by law. The unauthorized use of the communications systems or the distribution or posting of notices, photographs, or other materials on any CW property is prohibited.

Employees who violate this provision are subject to discipline. All violations of this policy will be addressed on a case-by-case basis. Disciplinary measures will be determined by the severity of the violation, not the content of the solicitation or literature involved.

SECTION 5.5: DRESS CODE

CW reserves the right to prescribe appropriate dress or uniform for each department. CW requires that an employee’s clothing, grooming and overall appearance be appropriate, in good taste and present a favorable public image. Clothing should be conducive to the safe and effective performance of required job duties. Employees who are issued uniforms are required to wear uniforms that are provided.

SECTION 5.6: MEDICATION

Any employee on medication that may impair his mental or physical functions must notify his supervisor before starting work.

SECTION 5.7: CONTACT WITH NEWS MEDIA/RESIDENTS

- A. Any employee contacted by the news media (radio, television, newspaper) or resident on a story related to CW operations should request the caller to contact the Employer or designee.
- B. This policy is designed to avoid duplication, assure accuracy and to protect employees who might be accused of violation of confidentiality mandates. The intent of this policy is to be helpful to both employees and the media.

SECTION 5.8: ACCESS TO EMPLOYEES BY TELEPHONE

As a condition of continued Employment, each CW employee must provide his supervisor with a telephone number where said employee may be reached directly. It shall be the employee’s responsibility to update the Employer with any new or changed contact information. All communications with employees will be through the most recent contact information provided. A failure to update the Employer with the most

recent contact information may not only result in the employee not receiving up-to-date information, but also may result in disciplinary action.

SECTION 5.9: UNAUTHORIZED PERSONS ENTERING CW PROPERTY OR USING FACILITIES

- A. No unauthorized employee shall be permitted to enter or remain on CW property or in CW facilities that are restricted, i.e. that are not accessible by the general public.
- B. All CW employees shall report to the designated supervisor to obtain permission to remain on CW property or use CW facilities after working hours.
- C. Any CW employee who violates this policy will be subject to disciplinary action.

SECTION 6.0: RETURNING OF CW PROPERTY

An employee leaving CW service through resignation, lay off or dismissal is responsible for return of reusable CW property in his possession.

SECTION 6.1: HARASSMENT AND DISCRIMINATION

CW's policy is to provide its employees an environment free of employee discrimination, including harassment based on an employee's race, color, religion, sex, national origin, age, ancestry, disability or military status. Sexual harassment, as well as, other forms of unlawful harassment, is inappropriate, illegal and will not be tolerated. Unlawful harassment interferes with the well-being and productivity of employees and the efficiency of the organization, negatively affecting morale, motivation and job performance.

Sexual harassment is generally defined as unwelcome sexual advances, comments or requests. Sexual harassment is a form of sex discrimination that is an "unlawful employment practice" prohibited by state and federal law. Sexual harassment exists when employment decisions are based on sexual conduct or when the work place is so permeated with conduct of a sexual nature that the conduct alters the terms and conditions of employment and creates an abusive and hostile working environment. Harassment based on race, national origin, religion, disability, pregnancy, age, or military status exists when employment decisions are based on those characteristics or when the workplace is so permeated with conduct relating to that characteristic that it alters the terms and conditions of employment and creates a hostile work environment. This policy refers to "sexual" harassment solely for ease of reference. When this policy references "sexual" harassment, all other forms of prohibited harassment as set forth herein are equally applicable.

Sexual or other unlawful harassment does not generally encompass conduct of a socially acceptable nature; however, some conduct which is appropriate in a social setting may be inappropriate in the work place. Sexual harassment occurs either when behavior of a sexual nature is directed toward an employee who finds the behavior unwelcome and offensive or when behavior of a sexual nature fails to respect rights of others, is demeaning or lowers morale. Acquiescence in the behavior does not negate the existence of sexual harassment. "Unwelcome" does not mean involuntary.

Prohibited conduct includes, but is not limited to, sexual comments, suggestions, jokes, leering, pats, squeezes or other similar contact, posting of sexual pictures, cartoons, photos or other graphics. In addition, comments, suggestions, jokes, and other similar activities relating to race, national origin, religion, disability, pregnancy, age, and military status are prohibited. This type of conduct constitutes unlawful

harassment when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of employment;
2. Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting the individual; or
3. Such conduct has the purpose or effect of substantially interfering with work performance or creating an intimidating, hostile or offensive working environment.

Sexual and other unlawful harassment may also extend beyond the confines of this organization. Conduct that occurs off duty and off premises, including online, against a CW employee may also be subject to this policy.

Employees who feel they have been subject to sexual or other unlawful harassment by a fellow employee, supervisor, or other individual otherwise affiliated with CW shall immediately submit a written report of harassment to their Department Head. Employees who feel that they have witnessed discrimination or harassment, or who have questions or concerns regarding possible harassment, should immediately contact their Department Head. Employees may also use the Complaint Procedure outlined in this Manual. Late reporting of complaints will not, in and of itself, preclude the Employer from taking remedial action. However, so that a thorough and accurate investigation may be conducted, employees are encouraged to report complaints in an expedient manner following the harassing or offensive incident.

Although employees are encouraged to confront the alleged harasser, they are also required to submit a written report of any incident to their Department Head. When the Department Head is notified of the alleged harassment, he shall immediately investigate the complaint. The investigation may include private interviews of the employee allegedly harassed, the employee committing the alleged harassment and any and all witnesses. Information will be kept as confidential as practicable, although confidentiality cannot be guaranteed. All employees are required to cooperate in any investigation of a harassment complaint. Determinations of harassment shall be made on a case-by-case basis. If the investigation reveals the complaint is valid, prompt attention and disciplinary action designed to stop the harassment and prevent its recurrence will be taken.

Neither CW nor any of its supervisors and employees shall in any way retaliate against an individual for filing a complaint, reporting harassment or participating in an investigation. Any employee who feels that he is subjected to retaliatory conduct as a result of actions taken under this policy shall report such conduct to the department head or Appointing Authority immediately. Any person found to have retaliated against an individual for engaging in activity protected by this policy will be subject to the same disciplinary action provided for offenders of the sexual harassment policy. Disciplinary action for the filing of a false complaint shall not be considered a retaliatory act.

Although legitimate complaints made in good faith are strongly encouraged, false complaints or complaints made in bad faith will not be tolerated. Failure to prove sexual harassment will not constitute a false complaint without further evidence of bad faith. False complaints are considered a violation of this policy and an employee who makes a false complaint may be subject to discipline.

Sexual harassment is considered to be a failure of good behavior and will not be tolerated. Disciplinary

action will follow a violation of this policy and will reflect the seriousness of the violation. If the investigation establishes that the accused employee engaged in sexual harassment, discipline, up to and including removal, will be administered. Offenders will be disciplined without regard to their position or job performance. Any individual exhibiting retaliatory or harassing behavior towards an employee exercising a right under this policy will also be subject to discipline. Any employee who has knowledge of sexually harassing conduct and who allows that conduct to go unaddressed may also be subject to discipline.

SECTION 6.2: AMERICANS WITH DISABILITIES

CW prohibits discrimination in hiring, promotions, transfers or any other benefits or privileges of employment, of any qualified individual with a disability. To be considered a qualified individual, the employee must be otherwise qualified to perform the essential functions of the position with or without reasonable accommodation.

CW will provide reasonable accommodation(s) to an otherwise qualified employee with a disability, unless the accommodation would pose an undue hardship to CW or create a direct threat of harm to the employee or others. Accommodations will be made on a case-by-case basis. Any employee who wishes to request a reasonable accommodation should submit a written request to the Department Head, or Human Resources Coordinator. Following the request, CW and the employee will discuss whether an accommodation is appropriate, as well as, the type of accommodation to be given.

Any employee who feels that their rights have been violated should submit a written complaint consistent with the Harassment Policy.

SECTION 6.3: COMPLAINT POLICY

Employees may have questions and complaints that develop in the day to day activities of employment, of which may be caused by misunderstandings and the application of policies, procedures and work rules. It is the policy of CW that these should be heard promptly, and action taken to resolve or clarify the particular situation.

All employees, including probationary, shall have the right to file a complaint without fear of retaliation. No employee shall be disciplined, harassed or treated unfairly in any manner as a result of filing a complaint or testifying in a grievance hearing.

A. Complaint:

A complaint is defined as a disagreement between an employee and CW as to the interpretation or application of official policies, departmental rules and regulations, or other disagreements perceived to be unfair or inequitable relating to treatment or other conditions of employment.

B. Health and Safety Grievances:

Complaints relating to issues of health and/or safety shall be expedited through the steps of the procedure.

SECTION 6.4: COMPLAINT PROCEDURE

Step 1 - Immediate Supervisor:

An employee having a complaint shall file it in writing with his Immediate Supervisor, as outlined in the procedure for his work unit. The employee's Immediate Supervisor will review the

complaint and attempt to resolve the complaint within seven (7) calendar days. Step 1 may be bypassed by either the employee or Immediate Supervisor if the Immediate Supervisor lacks the authority to make a change.

Step 2 –Department Head:

Where the employee is not satisfied with Step 1 Response of the Immediate Supervisor, the employee may submit the original complaint to the Department Head within seven (7) calendar days. The Department Head will review all material provided and submit to the employee a response in a timely manner.

Step 3-Employer (Mayor):

Where the employee is not satisfied with the Step 2 response, the employee may submit the original complaint to the Mayor within seven (7) calendar days. The Mayor will review all material provided and submit to the employee a response in a timely manner. The Mayor's response shall be final, unless both parties mutually agree to submit the matter to the Personnel Board of Review for resolution.

SECTION 6.5: EMPLOYEE COMPLAINT-MISCONDUCT HEARING PROCEDURE

A. It is the policy of the CW to fairly and impartially investigate all complaints of any employee's alleged misconduct and when necessary, take disciplinary measures.

1. Complaints from any citizen or from any employee cannot be refused to be taken.
2. The supervisor will brief the Department Head and Employer in writing that a complaint was received, that it is being investigated and of an estimated time period to complete the investigation.
3. If the complainant is an identified citizen or employee, the complaint will be directed to the proper Department Head. The supervisor will document the name, address, and phone number of the complainant, the date and time the complaint was received and the exact specifics of the allegation(s). If the complaining person is an employee, he will write the information required by this section and provide a written and signed report to their immediate supervisor.

B. The Department Head will thoroughly investigate each complaint, including but not limited to the following:

1. Interview the accused employee. The accused employee is required to answer all questions truthfully, including writing a signed statement if ordered by the Department Head.
2. Interview any witnesses or other persons involved and write a supplement concerning their statements or observations.
3. Gather all documents and evidence pertaining to the investigation.
4. After completion of the investigation, the Department Head will:
 - (a) Write a report to the Employer clearing the employee of any misconduct and include copies of all documents and evidence gathered; OR

- (b) Read applicable Ohio Revised Codes, CW policies and procedures and internal standard operating procedures and recommend what charge(s) should be filed against the employee. Include copies of all documents and evidence gathered to date.
- C. The Employer will:
 - 1. Notify any employee that he is cleared of any wrongdoing and advise him that nothing will be placed in their personnel file; OR
 - 2. File a written charge(s) against the employee specifying the violation(s) and specifics of each violation(s);
 - 3. If the violation(s) does not appear to be serious enough to ultimately warrant a suspension or more serious punishment, the Employer will meet with the employee and the employee's Department Head and provides written notification to the employee of what discipline will be administered.

SECTION 6.6: RESIGNATION/RETIREMENT

- A. Employees who plan to voluntarily resign shall notify their Department Head in writing at least two (2) weeks in advance of the effective date of resignation.
- B. Any employee who resigns is encouraged to give his reasons for resigning and to discuss with his Department Head any working conditions which he feels are unsatisfactory.
- C. A formal letter of resignation/retirement shall be required by the Employer. The letter of resignation/retirement will be deemed accepted upon receipt by the appointing authority and must state the employee's last day of employment. The employee may not use leave time to extend the date of resignation/retirement. The appointing authority shall sign and date the resignation letter evidencing the receipt and acceptance of the resignation.
- D. Failure to give proper notification shall result in ineligibility for reinstatement.
- E. A person who resigned in good standing may be reinstated, at the discretion of the Employer, in his former type of position within one (1) year following resignation, provided the person remains qualified to perform the duties of the position, if the old position or a similar position is vacant.
- F. Employees resigning from their positions are required to conduct an inventory of all CW property for which they are responsible. Such inventory shall be conducted in the presence of the Employer or designee. The completed inventory documentation shall be certified and signed. The certified document shall be given to the Employer certifying that all property has been accounted for. This certification shall be required before final salary payment and benefits will be given to the resigning employee.

SECTION 6.7: PERSONNEL FILES

- A. The Finance Director shall maintain official personnel files on all employees of CW. Such files with appropriate redaction shall be subject to release under the Ohio Public Records Act: Payroll Records, Timesheets, Salary Information, Employment Application, Resumes, Training Course Certificates, Forms documenting receipt of office policies and procedures, Forms documenting

hiring and personnel action changes, position descriptions, background checks, leave conversions forms, letters of support or complaint and disciplinary action records, unless exempt from disclosure by law. Personnel files and information shall be available in accordance with the law.

- B. An employee shall have a right of reasonable inspection of his official personnel file consistent with CW's public records policy or at a mutually agreeable time.
- C. Employees must advise the Finance Director of any change in: name, address, marital status, telephone number, number of exemptions claimed for tax purposes, citizenship, selective service classification, or association with any government military service organization. Employees are still responsible for maintaining appropriate and accurate notices of life changing events for insurance purposes and for the appropriate pension plans. CW will use the most recent information provided to it.

SECTION 6.8: SMOKE-FREE, TOBACCO- FREE WORKPLACE POLICY

- A. The City of Canal Winchester strives to maintain a safe and healthy work environment in conjunction with the City's wellness initiative. The purpose of Ohio's Smoke-free Workplace Act and the City's Smoke-free, Tobacco-free policy is to comply with Ohio's Smoking Ban (ORC 3794). Although the use of smokeless tobacco in the workplace is not unlawful, it is inconsistent with the City's philosophy to build and reinforce our wellness initiative. CW can be fined for an employee's failure to adhere to the Smoke-free Workplace Act. Employees are expected to comply with the policy.
- B. In the interest of maintaining a healthy and professional environment, the use of all types of tobacco products and non-tobacco substitutes will be prohibited in all City-owned or leased facilities, vehicles, or equipment and on all City-owned or leased property and grounds.

Definition: Tobacco is defined as all tobacco-derived or containing products, including and not limited to cigarettes, electronic cigarettes, cigars and cigarillos, hookah smoked products, pipes and oral tobacco (e.g. spit and spitless tobacco, smokeless, chew, snuff) and nasal tobacco. It also includes any product intended to mimic tobacco products, contain tobacco flavoring or deliver nicotine other than for the purpose of cessation.) The definition is adapted from the Ohio State University Tobacco Free policy.

No employee shall smoke in any of these protected areas at any time. The success of this policy will depend on the consideration and cooperation of all employees. Consistent enforcement of this policy is expected at all times by all Department Heads, Managers and Supervisors in order to maintain a smoke-free, tobacco-free workplace.

SECTION 6.9: POLITICAL ACTIVITY

Although CW encourages all employees to exercise their constitutional rights to vote, certain political activities are legally prohibited for classified employees of CW whether in active pay status or on Leave of Absence. Violation of these prohibitions may result in possible disciplinary action up to and including removal. The following activities are examples of conduct permitted by classified Employees:

- A. Registration and voting.
- B. Expressing opinions, either orally or in writing.

- C. Voluntary financial contributions to political candidates or organizations.
- D. Circulating non-partisan petitions or petitions stating on legislation.
- E. Attendance at political rallies.
- F. Nominating petitions. Employees may sign nominating petitions in support of individuals.
- G. Displaying political materials in the employee's home or on the employee's property.
- H. Wearing political badges or buttons, or the display of political stickers on private vehicles.

The following activities are examples of conduct prohibited by classified Employees:

- A. Participating in a partisan election as a candidate for office.
- B. Declaring candidacy for an elected office that is filled by partisan election if the nomination to candidacy was obtained in a primary partisan election or through the circulation of a nominating petition identified with a political party.
- C. Circulating official nominating petitions for any candidate.
- D. Holding an elected or appointed office in any political organization.
- E. Accepting appointment to any office normally filled by partisan election.
- F. Filing of petitions meeting statutory requirements for partisan candidacy for elected office.
- G. Campaigning by writing in publications, by distributing political material, or by writing or making speeches on behalf of a candidate for partisan elective office, when such activities are directed toward party success;
- H. Solicitation, either directly or indirectly, of any assessment, contribution or subscription, either monetary or in-kind, for any political party or political candidate;
- I. Solicitation for the sale, or actual sale, of political party tickets;
- J. Partisan activities at the election polls, such as solicitation of votes for other than nonpartisan candidates and nonpartisan issues;
- K. Service as a witness or challenger for any party or partisan committee;
- L. Participation in political caucuses of a partisan nature; and
- M. Participation in a political action committee that supports partisan activity.

SECTION 6.10: WORKPLACE VIOLENCE – Zero Tolerance

CW is committed to providing a work environment that is safe, secure and free of harassment, threats, intimidation and violence. In furtherance of this commitment, CW enforces a zero tolerance policy for workplace violence. Consistent with this policy, threats or acts of physical violence, including intimidation, harassment, and/or coercion which involve or affect employees, or which occur on CW property or at a worksite, will not be tolerated. Employees who are found to have committed acts of workplace violence will receive discipline and possible criminal prosecution, depending on the nature of the offense.

Prohibited Acts of Violence

Prohibited acts of workplace violence include, but are not limited to, the following:

1. Hitting or shoving an individual.
2. Threatening to harm an individual or her family, friends, associates, or property.
3. The intentional destruction or threat of destruction of property.
4. Making harassing or threatening telephone calls, or sending harassing or threatening letters or other forms of written or electronic communications, including e-mail and website postings.
5. Intimidating or attempting to coerce an employee to do wrongful acts, as defined by applicable law, administrative rule, policy, or work rule.

6. The willful, malicious and repeated following of another person, also known as “stalking” and/or making threats with the intent to place another person in reasonable fear for her/his own safety.
7. Suggesting or otherwise intimating that an act to injure persons or property is “appropriate”, without regard to the location where the suggestion or intimation occurs.
8. Unauthorized possession or inappropriate use of firearms, weapons, or any other dangerous devices on CW property.

Warning Signs and Risk Factors The following are examples of warning signs, symptoms and risk factors that may indicate an employee’s potential for violence. Employees should be aware of these indicators. In all situations, if violence appears imminent, employees should take the precautions necessary to assure their own safety and the safety of others. An employee should immediately notify his/ her supervisor if she/he witnesses any of the following behaviors:

1. Dropping hints about a knowledge of firearms.
2. Making intimidating statements such as: “I’ll get even,” or “You haven’t heard the last from me.”
3. Keeping records of other employees the individual believes to have violated departmental policy.
4. Physical signs of anger, such as, hard breathing, reddening of complexion, menacing stares, loudness, and profane speech.
5. Acting out violently either verbally or physically.
6. Excessive bitterness by a disgruntled employee or an ex-employee.
7. Being a loner, avoiding all social contact with co-workers.
8. Having a romantic obsession with a co-worker who does not share that interest.
9. History of interpersonal conflict.
10. Domestic problems, unstable/dysfunctional family.
11. Brooding, depressed, strange behavior, a “time bomb ready to go off.”

SECTION 6.11: CONCEALED CARRY

Consistent with the Ohio Revised Code, no employee, contractor, client or other individual may carry, possess, convey or attempt to convey a deadly weapon or ordinance onto the property of CW. A valid concealed carry license does not authorize an individual to carry such a weapon onto these premises. Law enforcement officers specifically authorized to carry a firearm are exempted from this provision and may be permitted to carry a concealed weapon.

CW employees are prohibited from carrying firearms any time they are working for CW or acting within the course and scope of employment. These situations include, but are not limited to attending training sessions or seminars, wearing CW identification/uniform, and working in resident’s homes or other sites off CW premises. No employee or member of the public may carry, transport, or store a concealed weapon, firearm, or ammunition in a CW owned vehicle.

This policy does not prohibit employees possessing a valid license to carry a concealed handgun from transporting and/or storing a firearm or ammunition in their personal vehicle at work locations where their personal vehicle is otherwise permitted (e.g. CW parking lots). However, the employee must leave the firearm and ammunition in their personal vehicle stored in accordance with the storage provisions of the Concealed Carry statute. Employees are neither permitted to remove their firearm and ammunition in

their personal vehicle while at work locations nor are they permitted to bring a concealed firearm or ammunition into a CW owned building.

Employees shall immediately contact a supervisor if they suspect an employee, member of the public is carrying a concealed weapon, firearm, or ammunition on CW premises, or at any time an employee is working for CW, acting within in the course and scope of employment, or acting as a representative of CW. Any violation of this policy may result in disciplinary action.

ORDINANCE NO. 17-055

**AN ORDINANCE TO AMEND CHAPTER 1317 OF THE CODIFIED
ORDINANCES OF THE CITY OF CANAL WINCHESTER TO ADOPT THE 2017
OHIO BUILDING CODE, OHIO MECHANICAL CODE, AND OHIO PLUMBING
CODE INCLUDING ALL REFERENCED STANDARDS THEREIN**

WHEREAS, PURSUANT TO Section 4.12 of the Charter of the City of Canal Winchester, Council may by ordinance or resolution adopt standard ordinances and codes, including codes pertaining to building standards; and

WHEREAS, Council desires to adopt the 2017 Ohio Building Code, Ohio Plumbing Code, and Ohio Mechanical Code, including all referenced standards contained therein;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

SECTION 1. That Section 1317 of the Codified Ordinance of the City of Canal Winchester is hereby amended to read as follows:

1317.01 ADOPTION

That Chapters 4101:1-1 through 4101:1-35 of the Ohio Administrative Code, designated as the "2017 Ohio Building Code", Chapters 4101:2-1 through 4101:2-15 of the Ohio Administrative Code designated as the "2017 Ohio Mechanical Code", Chapters 4101:3-1 to 4101:3-15 OF THE Ohio Administrative Code designated as the "2017 Ohio Plumbing Code", and all referenced standards contained therein, shall apply and be enforced within the Municipality of Canal Winchester, Ohio.

SECTION 2: That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Clerk of Council/Finance Director

ORDINANCE NO. 17-056

AN ORDINANCE TO REPEAL ORDINANCE NO. 44-13 AND AMEND THE ADOPTED COMBINED DEVELOPMENT FEE SCHEDULE

WHEREAS, the adoption of Ordinance No. 44-08 combined the various development fees of the municipality under one ordinance. Ordinance No. 44-08 was amended by Ordinances 28-11, 44-12 and Ordinance 44-13; and

WHEREAS, Ordinance 44-13 shall be repealed;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

SECTION 1.

This Combined Development Fee Schedule includes the following: Zoning, Building, Engineering Review, Construction Inspection and Bonding Requirements, and Right of Way.

SECTION 2. ZONING FEES

2.1	Conditional Use	\$150.00 \$250.00
2.2	Copy of Subdivision Regulations	\$35.00
2.3	Copy of Zoning Code	\$35.00
2.4	Demolition Permit	\$25.00
2.5	Floodplain Permit	\$25.00 \$75.00 plus municipal engineer fees
2.6	Moving a structure greater than 200 sq. ft. \$300,000.00	\$60.00; plus proof of liability insurance
2.7	Park Fee (residential development only)	\$750.00 \$1,000.00 per lot or dwelling unit
2.8	Planned District, Preliminary Plan:	
2.8.1	Less than 100 acres	\$500.00 \$750.00
2.8.2	100-500 acres	\$750.00 \$1,000.00
2.8.3	Greater than 500 acres	\$1,000.00 \$1,500.00
2.9	Planned District, Development Plan	\$0.10 per sq. ft. (maximum \$2,000.00 \$2,500.00)
2.10	Satellite Ground Station	\$25.00
2.11	School Facilities Fee - Land Dedication, or fair market value of the land per the following formulas:	
2.11.1	Single Family	0.03 acres per unit
2.11.2	Multi-Family (1 Bed)	0.01 acres per unit

2.11.3	Multi-Family (2 Bed)	0.015 acres per unit
2.11.4	Multi-Family (3 Bed)	0.03 acres per unit
2.12	Signs:	
2.12.1	Monument Sign	\$50.00 for first 25 sq. ft., plus \$1.00 for each additional sq. ft.; maximum \$200.00 \$250.00
2.12.2	Wall Sign	\$25.00 for first 25 sq. ft., plus \$1.00 for each additional sq. ft.; maximum \$150.00 \$250.00
2.12.3	Temporary Sign	\$25.00
2.13	Site Development Plan:	
2.13.1	Major	\$0.10 per sq. ft.; maximum fee of \$2,000.00 \$2,500.00 and minimum fee of \$500.00
2.13.2	Minor	\$50.00 \$100.00
2.14	Street Tree Fund:	
2.14.1	Downtown Area only (see Attachment 1)	\$3.00 per linear foot of public street frontage
2.14.2	All Other Areas	\$9.00 per lineal foot of public street frontage
2.15	Subdivision:	
2.15.1	Minor (Lot Split)	\$100.00
2.15.2	Preliminary Plan	\$100 \$250 plus \$5.00 \$10.00 per lot
2.15.3	Final Plat	\$200 plus \$10.00 per lot
2.16	Temporary Use/Special Event Permit	\$25.00 (Public entities shall be exempt from this fee)
2.17	Tree Removal	\$25.00
2.18	Variance:	
2.18.1	Administrative Variance	\$50.00
2.18.2	Residential Variance	\$100.00 \$200.00
2.18.3	Non-residential Variance	\$150.00 \$250.00
2.19	Zoning Amendment:	

2.19.1	Zoning Code (Text) Amendment	\$150.00 \$250.00
2.19.2	Zoning Map Amendment	\$150.00 \$250.00 for first acre Plus \$25.00 for each additional acre; maximum \$500.00
2.20	Zoning Permit (Certificate of Zoning Compliance)	\$25.00
2.21	Photocopying	\$0.05 per 8½ " by 11" size page after the first 20 pages
2.22	Transcript of meeting minutes of any Council, Commission, Board, Committee etc.	\$10.00 per page
2.23	Electronic copy on CD of any minutes or presentation of any Council, Commission Board, Committee etc.	\$10.00 per CD

SECTION 3. BUILDING FEES.

3.1	Residential Plan Review	
3.1.1	<u>New Construction</u>	
A.	Single Family With or Without Attached Garage	\$300.00
B.	Single Family Addition, More Than 1 Room	\$200.00
C.	Twin Single With or Without Attached Garage (per unit)	\$300.00
D.	Multi-family & Townhouses (per unit)	\$300.00
F.	Resubmittal of plans for review	\$65.00
3.1.2	<u>Accessory Structures – Permit & Inspection Fees</u>	
A.	201 sq. ft. to 400 sq. ft.	\$50.00 \$100.00
B.	Greater Than 400 sq. ft.	\$75.00 \$125.00
C.	Decks Greater Than 200 Sq. Ft. or Attached to the House	\$75.00 \$125.00
3.1.3	<u>Remodeling</u>	
A.	One Family to Two Family Conversion	\$200.00
B.	Remodel – No Structural Change	\$35.00 \$50.00
C.	Remodel – Structural Change	\$65.00 \$100.00
D.	Resubmittal of plans for review	\$65.00
3.1.4	<u>Residential Inspection Fees</u>	
A.	Footer	\$60.00
B.	Foundation	\$60.00
C.	House Slab	\$60.00
D.	Basement Slab	\$60.00
E.	Garage Slab	\$60.00
F.	Lower Level Slab	\$60.00
G.	Crawl Cap	\$60.00
H.	Framing	\$60.00

	I. Temporary Electric	\$60.00
	J. Underground Electric	\$60.00
	K. Rough Electric	\$60.00
	L. Electric Service	\$60.00
	M. Final Electric	\$60.00
	N. Rough HVAC	\$60.00
	O. Rough Insulation	\$60.00
	P. Final HVAC	\$60.00
	Q. Final Insulation	\$60.00
	R. Gas Pressure Test	\$60.00
	S. Radon	\$60.00
	T. Re-Inspection	\$60.00
	U. Thermal Ply Inspection	\$60.00
	V. Drywall Nail Pattern Inspection	\$60.00
	W. ADA Sidewalk Inspection	\$60.00
3.2	Non-Residential Plan Review	
3.2.1	<u>Plan Review</u>	
	A. Structural	\$250.00
	B. Mechanical	\$250.00
	C. Electrical	\$250.00
	D. Fire Suppression	\$250.00
	E. Fire Detection	\$250.00
	F. Minor Alteration	\$0 - \$250.00
3.2.2	<u>Non-Residential Inspection Fees</u>	
	A. Structural	\$0.095 \$0.1050 per sq. ft.
	B. Mechanical	\$0.0575 \$0.065 per sq. ft.
	C. Electrical	\$0.0575 \$0.065 per sq. ft.
	D. Fire Suppression	\$0.0575 \$0.065 per sq. ft.
	E. Fire Detection	\$0.0575 \$0.065 per sq. ft.
	F. Re-Inspection	\$60.00
	G. Special Inspection	\$60.00
	H. Minor Alteration – Based on Residential Inspection Fees (3.1.4)	
3.2.3	Old Town Area Under 5,000 sq. ft.	\$300.00 flat fee Plus Administrative Fee
3.2.4	Change of Use/Occupancy	\$35.00 -\$75.00
3.3	Other Building Fees	
3.3.1	Certificates of Occupancy	
	A. Temporary Occupancy (Residential)	\$100.00
	B. Temporary Occupancy (Non-Residential)	\$350.00 plus a bond equal to twice the cost of the remaining improvements

	C. Final Occupancy	\$50.00
3.3.2	Administrative Fee	10.00% of Total
3.3.3	Replacement of Inspection Card	\$25.00
3.3.4	Recertification of Lost Plans	\$50.00 \$100.00
3.4	Penalty Violation of Section 105.1 of the Residential Code of Ohio or the Ohio Building Code (building permit required)	Double Fees

**For After Hours Inspection Rates See Section 7

SECTION 4. CIVIL ENGINEERING PLAN REVIEW.

4.1	Technical Review Group Plan Review Fees (excluding Municipal Engineer fees)	
4.1.1	Civil Engineering Plan Review (includes 2 rounds of review)	\$1,000
4.1.2	Each additional round of plan review:	\$500
4.2	Municipal Engineer Plan Review Fees	
4.2.1	<u>Traffic Study Review</u> (if applicable)	
	A. Traffic Access Study	\$750.00
	B. Traffic Impact Study	\$3,500.00
	C. Regional Traffic Study	TBD
	D. Additional Meetings (Note: 1 meeting included in base fee)	\$250.00 per meeting
4.2.2	<u>Civil Engineering Plan Review</u>	
	A. Storm Water Management Report: Area less than 5 acres	\$750.00
	Area 5 acres or more	\$1,000.00
	B. Utility Studies (water and sewer)	TBD
	C. Residential Development	\$400.00 \$150.00 per sheet
	D. Non-Residential Development	\$100.00 per sheet
	E. GIS Update	\$50.00 \$150.00

SECTION 5. BONDS, INSURANCE, AND INSPECTION FEES.

5.1	<u>Performance Bond</u> : 100% of the subdivider's/developer's engineer's detailed cost estimate reviewed by the municipal engineer.
5.2	<u>Maintenance Bond</u> : Prior to the release of a performance bond, the subdivider/developer shall present a maintenance bond equal to 5% of the value of the public and private improvements required by the approved improvement plans and the subdivision regulations.

- 5.3 Indemnity Insurance: A policy of indemnity insurance for personal liability and property damage, in the amount of \$1,000,000/\$2,000,000, protecting the Municipality against claims for damage to person or property resulting from or by reason of the construction of the required improvements, shall be furnished to the Municipality and maintained in force by the subdivider/developer.
- 5.4 Inspection Fees: Payment for inspection, monitoring and the testing of materials in the amount of 7½ % of the construction cost of the required improvements based on the subdivider's/developer's engineer's detailed estimate of said improvements.
- 5.4.1 Any retainage of the inspection fee remaining at the completion of the construction will be returned to the subdivider/developer. If the inspection, monitoring and testing fees are anticipated to exceed the original retainage amount, the subdivider/developer shall be required to deposit additional fees to the Municipality.
- 5.5 NPDES Inspection Fees: Payment of \$300 per month multiplied by the number of months of land disturbing activities set forth in the OEPA NPDES Phase II Permit.
- 5.5.1 Re-Inspection Fee: A reinspection fee of \$65.00 when notification is made to the subdivider/developer for land disturbing activities found to be non-compliant.

SECTION 6. RIGHT-OF-WAY FEES.

To ensure adequate public compensation for monitoring compliance with municipal requirements and protection of public property, the following right-of-way permit fees are hereby adopted. The fees in Section 6 may be adjusted for inflation by the Mayor, however, not more than once per calendar year.

6.1	Right-Of-Way Curb Cut	\$35.00
6.2	Right-Of-Way Cut for Private Utility Work Single New Service line / tap:	
6.2.1	Soft surface	\$50.00
6.2.2	Hard surface	\$250.00
6.3	Right-Of-Way Cut for Private Utility Work Single Isolated Repair:	
6.3.1	Soft surface	\$50.00
6.3.2	Hard surface	\$250.00
6.4	Relocation of utility main schedule, location and impact to public infrastructure	TBD based on project
6.5	New construction of utility main	TBD based on project schedule, location and impact to public infrastructure

SECTION 7. AFTER HOURS INSPECTION.

Inspection fee for after normal workday hours or on the weekend for an inspection performed by or for any municipal department shall be \$150.00 for the first two (2) hours and \$50.00 for each hour thereafter.

~~SECTION 8. ROUNDING OF ALL DEVELOPMENT FEES:~~

~~In calculating development fees identified in this ordinance, all fees shall be rounded to the nearest dollar as illustrated below:~~

<u>Calculated fee</u>	<u>Rounded Fee To Be Charged</u>
\$1.01 to \$1.49	\$1.00
\$1.50 to \$2.00	\$2.00

SECTION 8. At the discretion of the Mayor any fee in the combined development fee schedule can be reduced or waived as an incentive to attract business or to reuse vacant structures. To be considered for this incentive the value of the proposed improvements will need to be in excess of \$100,000 or the building or portion of the building proposed for improvements will need to have been vacant for a period of at least one year immediately preceding the proposed improvements.

SECTION 9. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNCIL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

FINANCE DIRECTOR/CLERK OF COUNCIL

Attachment 1

Downtown Area Exempt from Off-Street Parking
Requirements and Charged 1/3 of the Street Tree Fund



Memorandum



To: City Council, Mayor Ebert
From: Lucas Haire, Development Director
Date: October 30, 2017
Re: Combined Development Fee Schedule

The Canal Winchester combined development fee schedule has remained unchanged since 2013. We have been continuing to monitor fees in connection with the costs to provide services for building, zoning, and development services. The City of Canal Winchester has traditionally followed the State of Ohio Building Department fees for commercial inspections services. The attached proposal includes a fee increase in line with the State of Ohio increase that went into effect on November 1. The remaining building fees have stayed the same for the most part with the exception to a proposed increase in fees for decks, garages, and remodeling or additions. Since we have privatized plan review there is an increased cost for these services. This proposed fee increase will help cover the full cost of providing plan review for these projects.

There are a number of fee increases proposed for zoning submittals. The costs of legal advertising continue to increase for these projects so that the current costs of some applications do not cover the advertising and mailing fees required. The increase will help cover the costs of these requirements and to assist with cover some of the costs associated with staff review.

There is also a proposed increase in the park fee that is assessed on a per unit basis for residential property. This fee has been \$750 since 2009. With the current parks planning process underway it has been determined there are a number of capital improvement needs for our parks that will be exacerbated by additional residents moving to the community. To meet those capital improvement needs and to assist with providing the park improvements desired by residents we have proposed to increase the park fee from \$750 to \$1,000.

ORDINANCE NO. 17-057

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ACCEPT ONE PARCEL OF LAND FROM
WINCHESTER RIDGE THREE LLC

WHEREAS, Council approved the Winchester Ridge Phase III final development plan with Ordinance 17-019; and

WHEREAS, a condition of zoning approval of the plan was dedication of a parcel fronting Busey Road to allow for its incorporation as road right-of-way.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

SECTION 1. That the Mayor be and hereby is authorized to execute and accept the deed from Winchester Ridge Three LLC for 0.775 acres fronting Busey Road as described in Exhibit A attached.

SECTION 2. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNCIL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

FINANCE DIRECTOR/CLERK OF COUNCIL

LIMITED WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that **WINCHESTER RIDGE THREE LLC**, an Ohio limited liability company ("Grantor"), for valuable consideration paid, hereby grants with limited warranty covenants to **THE CITY OF CANAL WINCHESTER**, an Ohio political subdivision ("Grantee"), whose tax mailing address is 36 S. High Street, Canal Winchester, Ohio 43110, all such right, title and interest of Grantor in and to the real property, with appurtenances thereunto belonging, situated in the City of Canal Winchester, County of Fairfield, and State of Ohio, as more particularly described on Exhibit A attached hereto and made a part hereof (the "Property").

Permanent Parcel No.: _____

Property Address: Vacant Land, Busey Road, Canal Winchester, Fairfield County, Ohio

Prior Deed Reference: Book _____, Page _____ of the Official Records of Fairfield County, Ohio

Subject to conditions, covenants, easements, limitations, reservations and restrictions of record, if any, zoning ordinances, if any, and real estate taxes and assessments, both general and special, which are a lien but not yet due and payable.

(signature appears on following page)

Grantor caused this Deed to be executed as of the ____ day of _____, 2017.

GRANTOR:

WINCHESTER RIDGE THREE LLC,
an Ohio limited liability company

By: _____
David Conwill, Manager

STATE OF OHIO)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me on this _____ day of _____, 2017
by David Conwill, the Manager of Winchester Ridge Three LLC, an Ohio limited liability company,
on behalf of said limited liability company.

Notary Public

Name: _____

My commission expires: _____

This Instrument Prepared By:

Lauren May, Esq.
Hurtuk & Daroff Co., LLP
Parkland Terrace
6120 Parkland Boulevard, Suite 100
Cleveland, Ohio 44124

EXHIBIT A

Property

DESCRIPTION OF A 0.775 ACRE RIGHT-OF-WAY PARCEL

Situated in the State of Ohio, County of Fairfield, City of Canal Winchester, Violet Township, located in the Southwest Quarter of Section 21, Township 15, Range 20, Congress Lands East of the Scioto River, and being part of that 21.270 acre tract of land described in a deed to C3 Church Assembly of God, of record in Official Record 1660, Page 3836, all records referenced herein are on file at the Office of the Recorder for Fairfield County, Ohio, and being more particularly bounded and described as follows:

Commencing for reference at the northwest corner of said Southwest Quarter, being at the intersection of the centerline of right-of-way for Busey Road and the centerline of right-of-way for Diley Road, (reference a disc in a monument box found North 22 degrees 26 minutes 42 seconds East at a distance of 0.42 feet);

Thence **South 85 degrees 35 minutes 41 seconds East**, along the centerline of right-of-way for Busey Road and along the north line of said Southwest Quarter, a distance of **828.36 feet** to the northwest corner of said 21.270 acre tract, being the northeast corner of that 3.478 acre right-of-way parcel described in a deed to The Village of Canal Winchester, Ohio, of record in Official Record 1490, Page 1410, said point being the **TRUE POINT OF BEGINNING** for this description;

Thence **South 85 degrees 35 minutes 41 seconds East**, continuing along the centerline of right-of-way for Busey Road, continuing along the north line of said Southwest Quarter, along the north line of said 21.270 acre tract, a distance of **844.26 feet** to the northeast corner of said 21.270 acre tract, being the northwest corner of that 6.015 acre tract of land described in a deed to Board of Trustees of Violet Township, Ohio, of record in Official Record 1486, Page 2466;

Thence **South 04 degrees 31 minutes 32 seconds West**, along the east line of said 21.270 acre tract and along the west line of said 6.015 acre tract, a distance of **40.00 feet** (passing a 1 inch iron pin found at a distance of 17.46 feet offline 0.10 feet to the right) to an iron pin set;

Thence **North 85 degrees 35 minutes 41 seconds West**, across said 21.270 acre tract, a distance of **844.25 feet** to a point on the west line of said 21.270 acre tract, being at the southeast corner of said 3.478 acre right-of-way parcel, and being on the east line of that original 39.028 acre tract of land described in a deed to Shrimangeshi, LLC, of record in Official Record 1447, Page 1914, (reference a 1" iron pin found bearing North 55 degrees 16 minutes 37 seconds West at a distance of 0.14 feet);

Thence **North 04 degrees 30 minutes 30 seconds East**, along the west line of said 21.270 acre tract, along the east line of said 3.478 acre right-of-way parcel and along the east line of said original 39.028 acre tract, a distance of **40.00 feet** (passing a ¾" iron pipe found at a distance of 22.50 feet offline 0.09 feet to the left) to the **TRUE POINT OF BEGINNING** for this description.

The above described right-of-way parcel contains a total area of **0.775 acres** (including 0.339 acres with the present road occupied of Busey Road) within Fairfield County Auditor's parcel number 0420388700.

The bearings described herein are based on the bearing of South 85 degrees 35 minutes 41 seconds East for the centerline of right-of-way for Busey Road, as measured from Grid North, referenced to the Ohio State Plane Coordinate System (South Zone) and the North American Datum of 1983 (2011 Adjustment), as established utilizing a GPS survey and an NGS OPUS solution.

Iron pins set are 30" long by 5/8" diameter rebar with caps stamped "ASI PS-8438".

The above description was prepared under the direct supervision of Brian P. Bingham, Registered Professional Surveyor No. 8438 on September 27, 2017, is based on an actual survey performed by American Structurepoint, Inc., and is true and correct to the best of my knowledge and belief.

American Structurepoint, Inc.

Brian P. Bingham, PS
Registered Professional Surveyor No. 8438

Date

0 50' 100'
SCALE: 1"=100'

STATE OF OHIO, COUNTY OF FAIRFIELD
CITY OF CANAL WINCHESTER, VIOLET TOWNSHIP
SECTION 21, TOWNSHIP 15, RANGE 20
CONGRESS LANDS EAST OF THE SCIOTO RIVER

POINT OF REFERENCE
Disk in Monument Box
(N 22°26'42" E, 0.42')
S85°35'41"E
828.36'

PID: 0420388810
SHRIMANGESHI, LLC
OR 1447, PG 1914
39.028 AC.

PID: 0420388811
THE VILLAGE OF CANAL WINCHESTER, OHIO
OR 1490, PG 1410
3.478 AC.

- I.P.F. Iron Pin Found
● I.P.S. Iron Pin Set
⊙ Disc in Monument Box

BASIS OF BEARINGS

The bearings described herein are based on the bearing of South 85 degrees 35 minutes 41 seconds East for the centerline of right-of-way for Busey Road, as measured from Grid North, referenced to the Ohio State Plane Coordinate System (South Zone) and the North American Datum of 1983 (2011 Adjustment), as established utilizing a GPS survey and an NGS OPUS solution.

RECORD DOCUMENTS USED

Surveys:

11406, 12576, 16689, 17370, 17701,
17702, 17708, 17720, 17853, 17943,
18599, 18764, 18810, 19016

Plats:

P.C. 1-Slot 84, P.C. 2-Slot 65

Deeds:

OR 1447-Pg 1914, OR 1486-Pg 2462,
OR 1486-Pg 2466, OR 1490-Pg 1410,
OR 1522-Pg 753, OR 1527-Pg 1673,
OR 1527-Pg 1675, OR 1660-Pg 3836,
OR 1697-Pg 1581, OR 1705-Pg 3917,
OR 1731, Pg 2057, OR 1731-Pg 2079

0.775 AC.
(including 0.339 Ac.
in P.R.O.)

S04°31'32"W
40.00'

1" IRON PIPE FND

THIS EXHIBIT WAS PREPARED BY BRIAN P. BINGHAM, REGISTERED PROFESSIONAL SURVEYOR NO. 8438, BASED ON AN ACTUAL SURVEY OF THE PREMISES, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

BRIAN P. BINGHAM
REGISTERED PROFESSIONAL SURVEYOR NO. 8438

DATE

AMERICAN
STRUCTUREPOINT
INC.
2550 Corporate Exchange Drive | Suite 300
Columbus, Ohio 43231
TEL 614.901.2235 | FAX 614.901.2236
www.structurepoint.com

EXHIBIT "B"
FOR
0.775 ACRE R/W DROP
FAIRFIELD COUNTY, OHIO

DATE: 10/24/2017
DRAWN BY: MJW
CHECKED BY: BPB
JOB NUMBER: 2016.02769

1 of 1